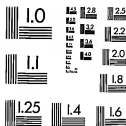


10 20 30 40 50 60 70 80 90 100 110 120  
MILLIMETERS

MICROCOPY RESOLUTION TEST CHART  
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# Thomas A Edison Papers

*A SELECTIVE MICROFILM EDITION*

*PART IV  
(1899-1910)*

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Lisa Gitelman  
Gregory Jankunis  
David W. Hutchings  
Leslie Fields

Theresa M. Collins  
Gregory Field  
Aldo E. Salerno  
Karen A. Detig  
Lorie Stock

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Bethesda, MD  
1999

Edison signature used with permission of McGraw-Edison Company



Thomas A. Edison Papers  
at  
Rutgers, The State University  
endorsed by  
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The original documents in this edition are from the archives at the Edison National Historic Site at West Orange, New Jersey.

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**START**

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**Mining Exploration Company of New Jersey and Related Records  
Thomas A. Edison Files - Correspondence (1908)**

This folder contains correspondence relating to the proposed sale of the Darby Mine and its machinery. The correspondents include J. Bogert Bartram, a Toronto attorney, and other prospective buyers.

More than 90 percent of the documents have been selected. The selected items contain Edison marginalia.

*Cobalt*

*ack*  
APR. 15 1908

*Mails*  
APR. 13 1908

*#1*

Cobalt, Ont., Canada.

Saturday, April 11, 1908.

Thos. A. Edison Esq:

Menlo Park, New Jersey, U.S.

Dear Sir,

Mr. D. B. Rochester (of the Cobalt Lake Mine) had communicated with you at my request and on my behalf as a friend, in connection with your Claim, N.P. 88, in the Portage Bay district of the Coleman township and as I have not seen him for some weeks till to-day, he told me that he had written again, but had not got an answer, and as he was again leaving he asked me to communicate direct with you regarding the matter.

I am desirous to get some of my British friends interested in this "Claim" and as you had a plant and had already done some development work on the property which I understood you began as you were desirous to obtain cobalt for ~~the~~ your electrical pursuits in which you have been so signally interested and successful, and not in silver mining as such, you had stoned operations on this claim because you had found something which answered your purpose better than cobalt. Therefore, the claim and plant were in the market for sale. The price I understood was \$18,000.

I write to ascertain if this is so, and if so, I would like to bring it under the notice of some friends in the old country if you would be so kind as to give me some encouragement in the matter.

With my respectful congratulations and compliments,

I am, dear Sir, yours faithfully,

*W. Munro, M.D.*

*Says that the price is \$18,000, spot  
Cash This includes Mine & Machinery  
Edwards*

DARBY Mine

41

Recd  
MAY 10 1898  
MAY 11 1898

I am not want to sell my  
parts but will sell the  
whole outfit only  
Litchford, Ontario.

May 4, '98.

The T. R. Edison Co.  
Newark, N. J.

Dear Sirs,

I am informed that the  
machinery ect. at your mine near here  
is for sale. if so I would like  
to buy a steam drill, and probably  
some other supplies. I would like  
to hear from you concerning this  
matter.

Yours Very Truly  
Howard Adamson.

P.S. I am going to do some work  
near your property.

DARBY Mine

#4

Received  
May 25 1908

Don't want to sell <sup>or part</sup> <sup>of</sup> boat  
just now -

Mr T A Edison  
Ording, N.Y.

Latchford Ont  
May 23/1908

Dear Sir

I was up on our claims and i passed by your mine and every thing seems to be O.K. But i note in your letter home that your gasoline boat was sold still there so i thought probably you would sell me your boat. For it would be a great use to me; and if you dont want to sell it, you might rent it and i will take good care of it. I want to put it on the Lady Ellen Lake for the mail; for you understand it is a boat that can stand a both of wind as it is a bad lake when it is windy as the maple mountains mines are getting very good. If you wish some samples let me know and i will send some down to you; for there is now a crew of men of 45 or 50 working there now and the pure silver is well there is machinery going in close to your mine now i dont know think, hoping to hear from you by return mail i am your very truly  
G. A. Darby, Latchford, Ont

PHONE MAIN 572

J. Roger Bartram  
Barvister, Solicitor, Etc.

407 MANNING CHAMBERS

TORONTO, June 3, 1908. 190

H.M. Wilson Esq.,

Orange, N.J.

Dear Mr Wilson:-

You will recollect our correspondence in connection with the Darby Mine. We had a meeting of our Company a short time ago, and it was decided that we should have the property inspected by a high class engineer, and then make the necessary arrangements with Mr Edison to acquire his machinery and prepare to lease his property, in order to proceed with the active development of the property along the lines of our Engineer's report. In order to have this report made, it will be necessary to pump out the shaft and to use your machinery for this purpose. Would you please let me have your authority to use the engines and pump out the shaft, and if the result of our investigations are satisfactory, I shall come down to New Jersey and arrange with you about the purchase of your plant.

If you could let me hear from you at once, I should be greatly obliged.

Sincerely yours,

J. R. Bartram

Bartram & D. & B. 4/4/08

#10

John Miller

~~Write to Mr. Wilson and let him know we are connected with~~

~~See me~~

See me about this

7/2/08

Ans  
6/24/08

PHONE MAIN 2418

CABLE ADDRESS: "BARTHAM, TORONTO."  
WESTERN UNION CODE

SOLICITOR FOR THE TRADING BANK OF CANADA.  
RUE DES EPIQUES BRASSEUR

*J. Bogert Bartram*

BARRISTER, SOLICITOR, NOTARY PUBLIC, ETC.

CONTINENTAL LIFE BUILDING,  
COR. BAY AND RICHMOND STS.

TORONTO, June 24, 1908. 190  
CANADA

38 28 722  
Thomas Edison Esq.,

Thos. Edison Laboratories,  
Orange, N.J.

*J. V. Miller*  
*See me about this*  
*5*

Dear Sir:-

Last fall I was in communication with Mr Wilson, who was in charge of your mining property known as the Darby mine at Latchford, Ontario. Mr Wilson was anxious for us to purchase the machinery on your property for the sum of \$5000. I have now completed arrangements by which we may be able to purchase your machinery, and I should be glad if you would let me have your consent to have an examination <sup>of the</sup> made of the machinery in order that I can make you an offer for same.

Would you kindly let me hear from you promptly in order that I can have a man sent up to test same at once and greatly oblige,

Yours truly,

*J. V. Miller*

Rec'd by PARBY MING  
JUL 2-1908

Box 395, Cobalt, Canada June 29, 1908.

Thomas A. Edison Esq:  
The Laboratory  
Orange, N. Y.

Dear Sir,

Ever since receiving  
your letter of the 17th inst. I have been try-  
ing to arrange a company to take over your mine (on a 99 year lease)  
in the Portageau District.

I am in treaty now with a Mr. J. J. Gorton and the object  
of my writing is to ask you to allow us to examine the property  
- to pump out the water from the shaft - to have the shaft  
may be examined. This will necessarily take some time, but you will  
see the reasonableness of an interesting business and that the water  
for the purpose I mention. The mine as it stands is worthless.

but as a gamble, it has a  
I regret I have been somewhat disappointed, inasmuch as Capt.  
Harris whose uncle I have assumed to be your friend and I have had  
much pleasure of conversing with him. But I am not in a position  
to say which would have been an interesting business and that the water  
may be examined. This will necessarily take some time, but you will  
see the reasonableness of an interesting business and that the water  
for the purpose I mention. The mine as it stands is worthless.

I believe now there is a probability of business resulting, if  
I may still rely on your good offices and facilitating matters.

Yours faithfully,

A. S. Munro, M.D.

Darby mine

7/24/08

Toronto, Ont

My Man on Mine  
at Latchford to inspect.

Please wire Beregerson  
permission to Pump out  
when testing machinery.

Will indemnify and  
if satisfactory purchase.

J. B. Bartram

~~I have no person here~~

~~Do not want district~~

~~at~~

~~the~~ Satisfactory  
arrangements must be made

before giving permission to

Pump mine - E

J. B. Bartram  
Toronto  
Ont

Received  
7/24/08

5:25 pm



July 24 1908  
*Lablford* I weighed Bartram I would not allow  
him to pump out mine - I think  
this is only a representative you better  
make him pay for the pump & Edison  
presenting your bill to George New Jersey

Dear Sir I was up to the mine  
with one of the representative of  
J. Bogart Bartram of Toronto as you  
stated to me on your letter of July 15  
he looked at everything & examined the  
machinery & seemed to be satisfied with  
that but only he wanted to pump the  
mine out & would not let him till  
I got your consent to do so he told  
me he had wired you for consent to do so  
while waiting on an answer from you he  
said he was going to Cobalt & would  
be back Saturday morning but I have seen  
nothing on him since I have lost 2 days  
now for him & got nothing from him

2

*Lablford*  
for my time lost, it looks to me he is  
gone away let me know if he wired you  
or not on the 23 at night that is the time  
he went to station to wire let me know if  
I will look to him for my pay or not  
if he comes back on Monday or Tuesday  
I will write you again & tell you  
every thing that goes on about it he took some  
samples with him, so be kind enough  
to answer what I ask of you for I had  
to leave my work to go & I am contracting  
shaft sinking 3 miles from home so  
if he has to pay me I will get after him  
if he don't come back Please send me  
J. Bogart Bartram address you  
Truly Yrs a. C. Benson

THOMAS A. EDISON,

Pres.

W. S. MALLORY, Vice-President.

H. F. MILLER, Sec.

General Manager

Treasurer.

## EDISON CHEMICAL WORKS.

TELEPHONE "1036 BLOOMFIELD."

SILVER LAKE, N. J., August 10, 1908.

Mr. J. Robert Dartram,  
18 King St. W.,  
Toronto, Ont.

Dear Sir:-

The sum of \$1000.00 having been deposited with Messers Denton, Dunn and Boulthée, of Toronto, the receipt of which is hereby acknowledged, I, in accordance with conditions stated hereafter, give you and your associates permission to test the machinery at the Darby Mine, to use same in pumping out the shaft and workings and to make use of shaft for the purpose of examining the part of the workings located on your property.

Said permission is given under the following conditions:-

1. That you are to have the use of the machinery and camps for a period of two weeks.
2. That you are to leave said machinery and camps in the same condition as you find them, i.e. suitable for an extended lay up.
3. That said examination and test must be made within three months from date.
4. That you deposit of \$1000.00 will be returned to you upon the receipt by me of a satisfactory from the caretaker of the property that the machinery and camps are restored to their present condition. If otherwise, any part or all of this deposit may be retained by Myself to cover any

(2)

expense, necessary in my judgement, to restore properly  
the machinery and camps to their present condition.

Witness, *Miller*.....Signed *Rosa Eason*.....

Witness.....Signed.....

Dated Toronto, Ont.

Made out in Duplicate.

Litchford

Litchford aug 12 1888

J V Miller

Aug 12 1888

Money order  
detached H & M

Mr Thomas A Edison

Dear sir just a line to let  
you know I am sending you  
your money for note I collected  
for you I am sending you a money  
order for \$19.<sup>75</sup> the bank charges and  
money order charges are kept of note  
I am sending you receipt for last  
money of receipt for trip to Dorby  
mine I have got no word  
from Bartram yet this is the man  
I went to mine with kindly give  
me his address for I want that  
money from him let me know  
if you get money order  
George Bergeron

Received August 15  
Mr. 19<sup>th</sup> John V. Miller / 100  
Mr. Thomas A. [unclear]  
Dear Mr. Bartram I have [unclear] [unclear]  
I am [unclear] [unclear]

After [unclear] [unclear]  
Mr. Bartram on [unclear] [unclear]  
& [unclear] & [unclear]  
I will attend to it in good  
shape I may put a [unclear] [unclear]  
or I may [unclear] [unclear]  
I will report to you as soon  
as they come what I want to  
find out is [unclear] who is going  
to [unclear] is it going to be  
you or is it going to be  
Mr. Bartram I please let me  
know at once so I will  
no what to do

Ans  
8/25/08

you need not worry about  
 any thing I will all that  
 every thing is left in good  
 shape as it is at present  
 am I to all if the money  
 is left in Toronto before they  
 use the machinery or will  
 you do that your self  
 let me know

Yours truly  
 Geo O Bergeron

Excuse my pencil  
 for I am in a rush

DENTON, DUNN & SOULTSEE,  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHAMBERS  
30 KING ST. E. TORONTO, CANADA

FRANK DENTON, J.E.  
HARVEY L. DUNN  
W. MOORE SOULTSEE  
JOSEPH WATSON, CLERK

TORONTO, 22nd October, 1908.

Dear Sir,-

Re Bogart Bartram

We have many times tried to get Mr. Bartram, to find out what he intended doing with regard to Darby Mine, but he is almost continuously out of the City, and his clerks inform us that they will see him and intimate to us on his return what he intends to do, but months have gone by now, and we have been unable to get any satisfaction from Mr. Bartram.

Is this matter dead, or do you anticipate that Mr. Bartram will do anything further in the matter? Have you had any recent correspondence from him?

Yours truly,

*Denton Dunn & Soutsee*

(10)

*Ans  
11/4/08*

*Mr. Edison  
So you not think we  
should withdraw the  
papers & consider the  
deal off. I consider the  
the matter*

*John V. Miller, Esq.,  
c/o Edison Chemical Works,  
Silver Lake, N.J.,*

*Yes with some offer*

DENTON, DUNN & BOULTREE.  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHAMBERS  
20 KING ST. E., TORONTO, CANADA.  
FRANK DUNN, J. A.  
HERBERT L. DUNN  
W. MURDOCH BOULTREE  
JOHN WALTER McDONALD

November 16th., 1908.

J. V. Miller Esq.,  
C/o Edison Chemical Company,  
Silver Lake,

M. J. U.S.A.

Dear Mr. Miller;

Now that there is such a revival in  
Cobalt property, mining operations, and stock transactions  
it has occurred to me that probably, if I were in possession  
of some of the facts regarding the Darby mine, I might  
able to interest someone as purchaser, if Mr. Edison so  
desires. I think it will do no harm at any rate, to  
forward me what particulars you have regarding  
I may be able to make some kind of a deal.

With kind regards, I am,

Yours sincerely,

Mr. Edison

Do you want to do  
anything about this -  
J.M.

NOV 18 1908  
You may get away to  
Denton that we found  
Bennett Cobalt but up  
in the shaft but up  
I lost it we would  
like to find a  
We have  
give the form on \$100000  
to us for \$100000  
they want to get  
pure



EDWARD QUINTARD, PRESIDENT.  
RAYMOND MANOHA, 1st VICE-PRESIDENT.

W. LANGDON HAYDEN, 2ND VICE-PRES. AND TREAS.  
GEORGE S. HARRINGTON, SECRETARY.

## Ontario Development and Mining Company,

Limited

CHARLES JENNINGS "DRILLER"  
AND OTHERS, 875 CANTON.  
TELEPHONE 1801.

HEAD OFFICE:  
COBALT.

Cobalt, Ont., Nov. 23rd 1908. 19

Thos. A. Edison Esq.,

Orange, N. J.

Dear Sir:-

We have heard from a man in our employ that the *Miller gave him rough inventory - I think we got 1 of 3000. didn't*  
compressor, drills boiler etc. installed on your property in *the* Portage Bay District, can be purchased very reasonably and we would be pleased to know if such is correct. *E*

If so, kindly furnish us with an inventory and description of the plant and your lowest cash price for same.

We prefer to deal direct, not through agents.

Yours very truly

ONTARIO DEVELOPMENT & MINING CO.  
LIMITED

*Raymond Manocha*  
1st Vice-Prest.

Dict.  
RM-S

*Sir's int.*

Cobalt-Gen

Box 396, Cobalt, Canada : Nov. 30, 1908.

H. B. Miller Esq:  
The Edison Laboratory,  
Orange, N. J.

DEC 12 1908  
Ans 12/15

Dear Sir,

Re claim "G.B. 33, Portage Bay

When could you kindly give me an appointment with Mr. Edison  
whom I wish to see with reference to the above for a few minutes?  
If it could be managed this week I could try to be with you.  
I remain, yours faithfully,

*M. Mauro*

Say you at Lab  
Garry  
{

**Mining Exploration Company of New Jersey and Related Records  
Thomas A. Edison Files - Correspondence (1910-1916)**

This folder contains correspondence relating to the administration of mining properties in the Sudbury district of Ontario. Some of the documents bear Edison marginalia.

All of the documents have been selected.

~~MORRIS & COMPANY~~  
~~BEEF & BARK PACKERS~~  
~~LAND & OIL ENGINEERS~~

*Q. V. Miller -*  
*I agree not*  
*to sell*

209 E. Vine St., Ishpeming, Mich.,  
March, 26, 1910.

Thos. A. Edison, Esq.,  
The Orange, New Jersey.

Dear Sir:-

Re " J. B. 33," Portage Bay, Coleman.

There is a person here whom I know well and to whom I have often spoken regarding the above property. He is now willing to take a gamble upon it (solely from what I have said concerning it) and, knowing the circumstances and the price you formerly asked (\$18,000.00), I have induced him to offer (\$15,000.00), as it now stands, as per enclosed draft agreement.

You may have heard I met with an accident which entailed a little bad luck on me in physical suffering, and also financially, for the last year or two. I am recruiting and better, so that if not too late I think I would get a chance to work again at the old place if you saw your way to accept the price named, and I thought if you did accept you would grant me a moderate commission - say (\$500.00) if quite agreeable to you, as I have taken a little trouble about the matter, and this would help to give me a start after my enforced idleness.

I have at all times and with everyone who enquired of me (and there were many) done the very best I could - always in your interest which was my only concern, and I trust and wish that you will see your way to accept the offer now submitted. No work has been done in that District which is virtually dead; and machinery (as no one knows better than you do) must deteriorate by long standing and rust.

**MORRIS & COMPANY**  
BEEF & PORK PACKERS  
LARD & OIL REFINERS

To prove to you his bona fides I will, on receipt of a wire from you (cost for which I enclose in stamps), have a sum of \$200.00 forwarded to you until a search of Title, etc., is made, and the first installment paid.

With my best respects, and hoping that you are in good health,

I remain, yours respectfully

*Capt. George H. Harris*

OFFICERS  
 J. H. RUDMAN  
 PRESIDENT  
 JOHN KUHSE  
 VICE PRESIDENT  
 THOS. CERRAUF  
 SECRETARY  
 J. A. COOPER  
 TREASURER

## West Coleman Silver Mines, Limited

INCORPORATED MARCH 2, 1901, UNDER THE ONTARIO COMPANIES ACT

Authorized Capital, \$750,000

Canadian Office, Haileybury, Ontario

American Office, Youngstown, Ohio  
 18 Wick Avenue

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 J. W. KIRCH, YOUNGSTOWN, O.  
 J. W. KIRCH, YOUNGSTOWN, O.  
 J. W. KIRCH, YOUNGSTOWN, O.

Youngstown, Ohio, Sept. 24, 1912.

Hon. Thomas Edison,  
 New York, N. Y.

Dear Sir:-

As you will notice from this letterhead, myself with my associates, are interested in developing some properties in West Coleman Township, Ontario, between Latchford and Cobalt. Our man in charge of the development work informs us that you have four or five abandoned buildings in our immediate vicinity, and we have been so advised by a party, whose name I do not now recall, but apparently in charge of affairs on your claim.

We want to get a few or probably all of those buildings, to utilize the same at our claim to cover the machinery that is now being installed there, before the winter sets in. We were informed that we could have those buildings simply for the asking, but we would be willing to pay something. I would think that you would be glad to have them put to some use because they are rapidly going to ruin, and in case of a fire in the neighborhood there they certainly would go up in smoke. I would be glad to have you indicate to me what you would do for us along the lines above indicated. I might add that we are the people who bought the boilers, and should have had the buildings at the same.

Respectfully Yours,

JHR/C

*J. H. Rudman*

*J. H. Miller*  
*H. H. Miller*  
*Sent on Monday*  
*Here or deliver*  
*recommence it*

*Darby Mine*

October 8, 1912.

Mr. J. H. Ehlman,  
109 W. 10th Ave.,  
Youngstown, Ohio.

Dear Sir:-

Your letter of September 24th, to Mr. Edison, has been referred to me, for answer. Mr. Edison does not feel that he can let you have these camps, now at the Darby mine, free of charge, and would request you to give us a price on same. The camps should be in good condition, and certainly should be worth quite some money. Will you kindly advise us as to the maximum amount you would be willing to pay for them. We should then advise you further.

Yours truly,

Darby Mine



House of Commons

South Porcupine

Oct. 14.

Thos R Edison

Orange.

New Jersey.

J V Miller

Tell him option  
for 2 months at  
\$7000. upon  
agreement for the  
lease of 100  
acres

Dear Sir:-

Would you please inform me  
by return mail, of the conditions under  
which you would give me a working  
option on your property in West-Cotnam  
to stall. Dist.

I am part-owner of the degree which  
gives your property. the vein you were  
working on runs into ours. and as we  
have good value on surfaces, and go on  
in same vein on which Mr Wilson told



2



House of Commons

me your results were not encouraging.

I think if your conditions and price are reasonable enough to offset the price of sinking the shaft and running the drift to & over the degree line, in order to tap the vein at 150 ft. level to see if the values continue on degree at this level, where we have no shoot on surface that we will be able to give some good people a working option on the property.

There has been quite a revival of interest in the Cobalt camp since the advance of silver.

Yours sincerely

J. H. Fauble  
of Ref. Theatre.

(2)

October 25, 1912/

Mr. J. W. Gumble,  
c/o Ben. Thorne,  
South Porcupine, Ont.

Dear Sir:-

Re/ Darby Mine.

Your letter of October 14th, addressed to Mr. Edison, has been referred to me for answer. He directs me to say, that he will give you an option for two months, at the price of \$7,000.00, you to pay \$100.00 cash, for the option. The payment of \$7,000.00 is to be in cash, at the end of the two months.

Will you kindly let us know whether this is agreeable, and send us a check, made out to Mr. Edison, certified, for the preliminary payment.

Yours sincerely,

JWM/a

DENTON, GROVER & FIELD,  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHAMBERS,  
20 KING ST. E. TORONTO, CANADA  
FRANK DENTON, K.C.  
JOHN LEWIS GROVER,  
HARRY G. FIELD

CABLE ADDRESS "DEED"  
TELEPHONE MAIN 38

Toronto, 5th June, 1916.

John V. Miller, Esq.,

O/o Thomas A. Edison, Esq.,

ORANGE, N.J.

Dear Mr. Miller:-

-Re mining claim J.B.33, in or near Township of  
Coleman, near Cobalt, Ontario, Canada -

Mr. R.J. Lillioo, of this city, would like to obtain a three months' option to purchase this property. The price at which he wishes to obtain the option is \$15,000.00, payable \$2500.00 in cash on the exercising of the option, and thereafter the sum of \$500.00 each six months for three and one-half ( $3\frac{1}{2}$ ) years, and balance at the expiry of the fourth year, the principal money to bear interest at six per cent per annum.

He would like the right to enter upon the property during the time of the option for the purpose of inspection, and to use any portion of the machinery and outfit to unwater the shafts that it may be desired to view, or to prospect by drilling or otherwise, in which respect the caretaker to be instructed to extend every reasonable assistance.

The offer comes to us through Mr. A.M. Stewart, a broker of this city, who asks, in case the transaction goes through, for a commission of ten per cent (10%), to be paid to him as and

DENTON, GROVER & FIELD,  
BANKERS, SOLICITORS &  
NATIONAL TRUST CHAMBERS,  
20 KING ST. E. TORONTO, CANADA  
FRANK DENTON, I.C.,  
JOHN EDWIN GROVER  
HARRY D. ANGER.

CABLE ADDRESS "DEDO"  
TELEPHONE MAIN 311

J.V.M.....-2-

when the payments are made to Mr. Edison upon the purchase price.

I have made some inquiries, and <sup>find</sup> there is an attempt to re-organize some concerns in the district in which J.B. 33 is located, and the parties would like to obtain an option as above stated.

Pray present my compliments to Mr. Edison.

With all good wishes for yourself, I am,

Yours sincerely,

*Frank Denton*

*Say no - want cash, down  
have no care taken; let the  
other fellow gamble -*

*5*

*See Darby Mine*  
June 19, 1916

11 - Darby Mine

Messrs. Denton, Grover and Field  
20 King Street, East  
Toronto, Canada.

Gentlemen:

Attention of Mr. Denton

Re: mining claim J.B.33, in or near township of  
Coloman, near Cobalt, Ontario, Canada.

In reply to your letter of June 5, relative to the  
offer of R. J. Lillioe for the purchase of the Darby Mine. I  
submitted this proposition to Mr. Edison and he says that he  
does not care to dispose of the mine unless for cash. He  
states that there is no caretaker there now, and furthermore,  
all of the machinery has been disposed of.

If Mr. Lillioe can make a definite cash offer, we  
would be glad to submit it to Mr. Edison and let you know what  
he has to say about it.

I certainly was glad to hear from you again, and trust  
you and your family are well and having the finest time. With  
the very kindest regards, I am,

Yours very truly

EDISON CHEMICAL WORKS

JWH/K

\_\_\_\_\_  
Mgt.

**Mining Exploration Company of New Jersey and Related Records**  
**Thomas A. Edison Files - Notes and Drawings (undated)**

This folder contains undated notes, drawings, memoranda, and cost estimates. All of the items are by Edison. Included is material relating to saucers, burners, and similar equipment, possibly intended for the assay work of prospecting parties in the Sudbury district of Ontario. Also included are two versions of a document entitled "Design for Small Nickel Concentrating Works," possibly written during the period 1901-1904. One version has torn pages and may be incomplete.

All of the documents have been selected.

[CA. AUGUST 1901]

Nickel Notes

Chargers enterprise financed by E.V.  
Bought from Broken Hill

**Nickel**

J.R. Jordan C.E. has lot prospecting with  
rent-houses, Big mine to develop, a Bent  
Zitnick -

Lockeby, one of the officers of the 6. mine  
mine. C. has a mine of his own near  
the Worthington not a same line but  
NE on parallel range near the lake -  
we saw some Roberts mine John  
Dwyer is prospecting it for him -  
Lot 9 3rd Cir Division (whole of)  
Lot 10 Lot 11 in 3rd Sec 2nd 1/2 of  
Lot 11 4 1/2 of Lot 1 5th Sec 1/2  
Lot 2 - 5th Sec - Lockeby is a  
Cochran's group.

2

- Great Lakes Mining Co. Room 9 Huron  
Block, A.S. & Co. & Co. & Co. & Co.  
Perhaps a Copper property near  
Lake Huron & Co. & Co. & Co. & Co.  
good - no mine - they want to  
prospect and (10) 5th Sec Lake Huron  
Nickel Mine near Stignard Mine above  
Stobie, have few holdings in stock to  
They were prospecting when I was there  
There is small amount of shipping - there  
is no contact to the property as I think  
N.G. - only 2 men employed (the 2 men)  
sic - Underland short of money  
due to bad management -

Township of Brunel South of  
Ferry Lake on GTR between North Bay  
& Toronto - Nickel Mine - find also  
Paget Huntville Station - Holston Mine  
owned by John Holston - John Custer  
a Paget Lake main push - Low grade

Canadian Electric Co. Sault  
St Mary Ontario, Rhodin Manager  
C.P. Rott, allow for corporation  
make of a price with him

Black & Shidbury offer for 15000  
Lot 8 Con 5 Loran NW 1/4 —

Drawing 222 per day per pair horses  
& driver, we find driver & horse grub  
died each had 2 tires, can get  
into North Range 15 miles from CR  
Towns in Cambrian formation having  
nothing to do with coal with towns  
work cheap — Government will spend  
equal amount to a matter of a public  
works. Holland & Co. of Buffalo  
have a lumber road over Cambrian  
which they are now repairing — can  
reach North Range over this from Shidbury

McCormick & Co. Ltd. later some up  
showed he could get more to haul in  
winter for 25¢ 100 lbs for 20¢ 114  
miles from North Range, out, and back

Canadian Mining Company, 1500 St. Mary  
Ontario —  
December —

Levick Township, North Range '3  
miners owned by Tough & McEwen near  
Blackstone Mines. They ask for the 3 mines  
300 000 Cash or 100 000 Cash &  
25¢ Royalty. They might lower on royalty  
100 tons minimum daily 500 tons daily &  
20 000 Cash or guaranteeing 50 000  
Spent on mill & whatever one dollar  
royalty & 100 tons daily minimum  
with option purchase — can work at  
these prices —



5

Black has a group of 1000  
 State's events, 1000 for these  
 will be 1000 2 minutes for 4000  
 as I am sure he would  
 lose no money for 1 dollar  
 if we did not get the minimum

W. H. Miller Dept Oregon Mineral  
 Exhibit box 18 Jan 1914  
 Oregon - gave me a sample of the  
 1012 - Nearly discovered Nickel  
 mine in Sequoia in State of Washington  
 National Geological Survey  
 2905 Harrell Ave Everett Wash

Michael Rudzbeck 3210 1/2 Everett  
 1002 Everett Wash. This man has  
 change of copper exhibit at the  
 gave me sample sample this in Sequoia  
 work work local correspond -

6

South. Riddle, mine is another mine  
 This Printer James California

5 miles, 500 Riddle, mine is  
 American Riddle mine is  
 shown. All the mine is  
 Glencoe Illinois is this the mine is  
 just sample -

N Hummel Editor Washington  
 Washington Herald. Can give me  
 information about California  
 Copper Nickel mines -

John W Gibson Director Ontario  
 Bureau Mines Toronto -

Robert J. Tough 19 Elm Grove Toronto  
of Tough & Stobie —

Hecoland Mine Canadian Nickel Co  
Worthington —

Teten Mine Worthington

Strathcona Properties Levee Township  
Black Mt. Sundry —

Bunker's Falls - H. McMaster Pinery Sound  
District has Nickel Mine —

Nickel Mine Chapman Township Pinery  
Sound Dist., John Schuler

Old Worthington Range 1st Nickel Co  
Worthington Nickel Dominion Mine Co —  
then Nickel Co Co then Robinson & Co  
then O'Connor & Co

Samples shown at Buffalo of Nickel

Little Turtle Creek Lower Seine Region

M Ryan Kearney Locality Lot 32  
Conc 13 Township of Pinery.

J. Burman Moosomin property  
Near Rissport 11 shore Lake Superior

Samples from Nickel Lake Location  
Rainy Lake —

" Exhibited by O'Connor Siding  
Net Lake near Lake Temagami —

9  
Ontario Granite Co. Big Exhibition  
Properties - wants for Black  
Catharine

Marathon Co. wants for  
Black Catharine  
Nico Nico Co. Soap Co. wiped  
out - Now called Commercial Nitro  
Co. - Y.R. (Baker) Joint with (Baker)  
It is (Baker) Baker Co. now  
order out to West Rock Co. away  
\$13000 for an interest they require  
have 285 acres patented - Have a  
Molasses, often will find out more  
+ work -

Oregon - 3 mi. localities. RD for 4 miles  
from St. "Penny" or Nickel Mountain on  
upper Bodo Creek in Douglas Co.

10

+ near Rock point in Jackson Co.  
last 20 years ago 2 1/2 mi  
2.5% Cu -

Sandberg best Portland Cement  
Water power 2500 HP owned by  
McPherson & Co. Sandberg 1 1/2  
miles from (Baker)

Water power 2500 HP owned by  
4000 HP of Baker & Co. Sandberg  
Merchant Sandberg owner of mill  
from Town, want sale just now as  
have paper pulp solution in fact

Algonia Nickel Co. owned by  
Jack Cudby Bros of Merchant  
Cudby, O'Connor & Co. own  
\$15000 of stock -

O'Connor Mine 1891 II in 1st  
 & 2nd of Nauru (N) affords  
 3000 2 beds are given its place -  
 20 ft full 2 miles away in Nauru  
 zone, think there may get 100 ft

Algonia Nickel Co near Nauru in  
 Lot 11 in 5th line R.R.  
 track runs thru it full mill in  
 mile 20 ft boundary McGulys line  
 O'Connor 2 yrs ago offered 15000  
 for it - (didn't take it) O'Connor  
 sold it to the company for 10000

O'Connor at Verd Green says  
 minerals below pyroclastic layer  
 1 to 1 1/4 % in Township Moncrieff  
 right near Railroad

J A Prater Toronto telegram says  
 property lands 11 1/2 lots 1203 4  
 1st line 5 1/2 acre lots 2nd line  
 Human development slight -  
 probably N.Y. —

D Jacoby Co is store but  
 telegram 2 Cippers —

Dominion Mineral Co Montreal.

Dwight & Co. in had option  
 of property in Drury & Co. gave it  
 up - Drury NE part lot 6  
 3rd line NW part lot 5 - 3rd  
 line owned by J B Miller 500 ft  
 out 2 1/2 in Drury says caught  
 open again —

Mullana Mine 7 miles from  
 Worthington good sand owned by  
 Ch. negro partners. 2 million Cap  
 4 shafts 50 feet deep. Some of mine  
 Ch. negro have washed and pumped

Ch. negro Mine 4 million Cap a  
 found promoter only had some

Ross Mine 5/8 Cap 3 1/2 Mi  
 North Range 15 mi from RR for  
 Township wants 25000 -  
 Ryan has it for sale for WR5  
 75 acres, WR6 31 acres

Prospector named Brown saw me just  
 as he was sand had found black  
 fossil in Trill near Clinton  
 formation at Onondaga River. Contact  
 100 ft wide. Brown was in the  
 sand was hard up for 200 and then  
 all over to me if paid 200 off - we  
 examined it - gave him \$250  
 gave him 100 to Miller with  
 resolution for Miller & I man  
 go over it - Drew leaves at 5:00  
 Oulard is in room - Brown  
 says he is all right -

Blizzard

Lots 1 & 2 in the fourth Concession

Lot 3 in the third Concession

Imp. St. lot at lot 6 + lots 7 & 9  
in the second Concession

Lot 1 in unimproved part of lot 2043

South part of lot 2043 + lots 8 & 9 10

11 & 12 in the first Concession

Blizzard

lots 3 4 5 6 7 8 9 10 11 & 12 in

the fourth Concession

North part of lot 2043 + lots 4 5 & 7

8 9 11 in the first Concession

Let  $\gamma$  be the path

$$S(\sigma^2) = 1 - \frac{1}{2} \left( \frac{\sigma^2}{\sigma^2 + 1} \right)^2$$

(1.)

Lets 1 2  
on the

(a) 1 2 3 4 5 6 7 8 9 10 11 12  
 (b) 1 2 3 4 5 6 7 8 9 10 11 12  
 (c) 1 2 3 4 5 6 7 8 9 10 11 12

Let  $9 + 10$  in the second column  
Let  $12 + 10$  in the third column  
Let  $14 + 10$  in the fourth column

John Macfennan

5-6

lots 7 10 11 12

1st South Concession

Unpotentiated portion of lot 7 & 10

lots 7 10 11 12 all 1/4

Unpotentiated portion of lot 7 &

lots 10 11 & 12 in the

1st South Concession

lots 7 10 11 & 12 in

the 1st South Concession

Macfennan

~~South Concession~~

lot 7 & 10

1st South Concession lots 7 10 11 & 12

1st Concession

lots 7 10 11 & 12 in the 1st Concession

lots 7 10 11 & 12 in the 1st Concession



Lot 142 with  
Southern half Lot 2 & Southern  $\frac{1}{4}$  of  
Lot 3 in the first Concession  
Lot 3 & the Southern part of Lot 4  
in the third Concession  
Lot 5 & the Southern half of Lot 6  
& Lot 1 & 10 in the second Concession  
Lots 6 & 8 11 & 12 and the  
South  $\frac{1}{2}$  of Lots 7 & 10 in  
the first Concession

Again—

Southern half of Lot 1 and Lot 2 & Lots 2 & 3  
in the first Concession

Lots 2 3 4 & 5 with the first Concession  
Lot 5 6 7 & 8 in the second Concession  
Lots 7 8 9 10 & 11 in the  
third Concession

Trill—

Lots 7 8 9 & 10 in the third transmission

Lots 7 8 9 10 & 11 in the fifth transmission

Lots 7 8 9 & 12 in the fourth transmission

Lots 7 8 9 & 12 in the third transmission

South half of lots 6 & 7 and lots

8 9 10 11 & 12 in the second transmission

the unenclosed portion of lot 7 &

Lots 10 11 & 12 in the first transmission

(( ))

Lots 8 9 10 11 in the fourth transmission

Lots 8 9 10 & 11 in the third transmission

Lots 4 5 & 6 in the second transmission

Lots 1 & 2 & 3 the unenclosed part of

lot 3 in the first transmission

McKim—

Eastern half of lot 3 <sup>SE 1/4 of lot 1</sup> in the Sixth Concession

Smider

Lot 2 in Sixth Concession

Lots 3 4 5 6 + 7 in Seventh Concession

Unleased ~~land~~ portions of lots 3 4 4 north

half of lot 6 lot 7 and western 3/4 of

lot 8 in the fourth Concession

Lot 3 4 4 the unimproved part of lot 5

South half of lot 6 plus portions of lots

7 8 + 9 and lot 10 in the Third Concession

lot 4 4 7 in the Second Concession

Lot 1, lot 7 in the first Concession —

## Reaching

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

The Sixth Concession

Lots 10 11 12 in the first line

10

North half of Lot 1 unpatented part of Lot 2

South half of Lot 3 unpatented part of Lot 4

7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Sixth Concession

North half of Lot 1 unpatented part of Lot 2  
South half of Lot 3 unpatented part of Lot 4  
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Seventh Concession

Coughton.

Lots 1 in the third Commission

Lots 2 3 4 5 in the second Commission

that is a part of Lot 2. + Lot

9 + 10 + 12 + South half of Lot 11

in the first Commission —

---

[CA. DECEMBER 1901]

Graham Lot 8 Con 6 - <sup>N $\frac{1}{2}$  of NE $\frac{1}{4}$</sup>  applied for not allowed  
Some one ahead of it —

Graham Lot 6 Con 6 - <sup>N $\frac{1}{4}$</sup>  applied but  
not paid held for timber — not get  
rights to mine from timber man — then  
don't seem right investigate, \$80

<sup>N $\frac{1}{2}$  of NW  $\frac{1}{4}$</sup>   
Graham - Lot 11. Con 6 - applied for  
no payment made, Dept said it  
would be allowed if regular \$40  
Survey made — runs thru River  
& this makes irregular boundary  
DeLamar was filed in this after  
but claimed he discovered it  
previously but has to prove it  
Some say DeLamar has to be given  
and he thought we would get it —

Graham Lot 12 Con 6  $N\frac{3}{4}$  - applied for &  
allowed full payment made for one  
year. DeLamar filed later but claims  
prior discovery but will have to  
prove it. Paid

Creighton Lot 9 Con 1  $N\frac{1}{2}$  =  
prior claim by Cleague = filed ahead of  
us - gone

Creighton Lot 10 Con 1  $N\frac{1}{2}$  - Cleague  
holds  $W\frac{1}{2}$  of this lot. We can  
opt Eastern  $\frac{1}{2}$  = we have paid  
on E  $\frac{1}{2}$  which is allowed  
Paid

Oreighlan Lat 11 - Conc 1  $5\frac{1}{2}$   
applied for but not paid for it  
will be allowed if we pay for it -  
\$160

Oreighlan Lat 12 - Conc 1 -  
 $3\frac{3}{4}$  = applied for & allowed  
no payments made - \$240

Fairbank Lat 1 Conc 1  $8\frac{1}{4}$  = paid  
allowed & payment made for 100%

Fairbank Lat 2 Conc 1 -  $5\frac{3}{4}$   
allowed & payment made for 100%  
paid



Snyder Lot 4 Con 5 applied for  
full lot but N  $\frac{1}{2}$  taken - we applied  
for S  $\frac{1}{4}$  which we can get - full  
payment for 1 yr been made - Paid!

Snyder Lot 3 Con 5 whole lot  
Held by timber Licensee Com  
meeting to see if they will allow  
us in there no payment yet made  
\$348

Snyder Lot 5 Con 1  
middle  $\frac{1}{2}$  = applied for but \$160  
there are applications ahead of us  
for both the E & W  $\frac{1}{2}$  portions  
have not paid anything  
they have done some work on middle  
portion - W  $\frac{1}{2}$  - paid \$160  
Snyder Lot 5 Con 1

Faleambridge Lot 12 Cor 4  
S  $\frac{1}{4}$  = applied for - not paid  
not heard from Dept \$80

~~Applied for Lot 1 Cor 3 N  $\frac{1}{2}$  <sup>of the</sup> S  $\frac{1}{2}$~~   
Applied for no payment made  
not heard from dept yet \$80

[ON BACK OF PRECEDING PAGE]

Applications  
for  
Smelting District  
Mining Claims

[CA. 1901]

Edison to organize a Nickel Co  
1- Capital \$500,000. Bonds \$150,000

---

2nd Edison Battery Co subscribes 50,000 for bonds  
+ Receives \$252,000 stock

General Nickel Co subscribes 100,000 for bonds  
+ Receives \$248,000 stock -

---

3rd This Co to Mine, mill + produce Nickel,  
Nickel Sulfate + byc products from the ore

---

4 This Co also to supply all The Nickel derived  
by The Various Battery Co's working under  
The Edison Patents. Charging a price that  
will net at <sup>least a</sup> profit of 20% above cost of  
production. [Bond interest being a part of cost]

---

5 The whole product to be sold through the General Nickel Co for which it is to receive a commission of 5% when selling to the Battery Co's and 10% when selling to the public. The surplus nickel produced by the E Co not required by the Battery Co's to be sold at the market -

---

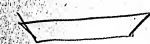
6th Should the entire product of the E Co be insufficient to supply the requirements of the Battery Co's the deficit is to be supplied by the General Nickel Co at a price not greater than that to its most favored customer -

---

The above is based upon the formation of a general Co to control the Nickel product of the world & that this Co make the investment entirely & contract -

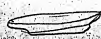
E

[CA. 1901]



sanders - like ones in laboratory  
from Home - 12 of these -

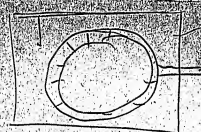
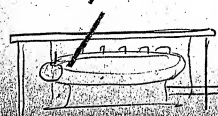
12



Butter dishes porcelain

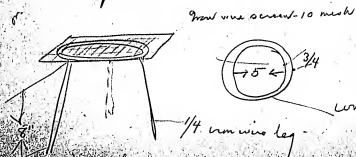
Supply rubber tubing for burner burner  
hard but flexible - Check centers -

Six burner Burners reg size



Hot plate  
12 X 12 Cast  
iron - 1/4" thick  
on legs - Round  
burner plate

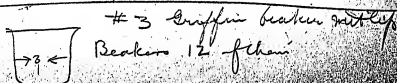
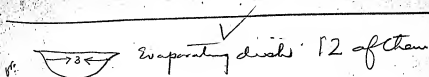
6. of this —



2 on hand —

wire iron

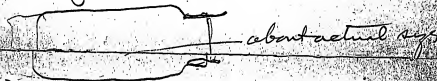
8. legs




Sand bath pans —  
3 pans

2 doz 4 inch small size test tubes -

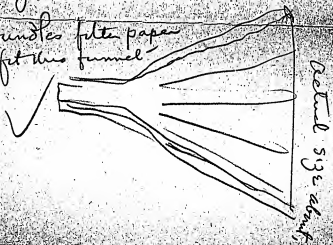
2 gross of Vials & Corks -



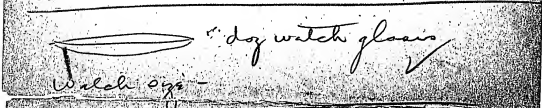
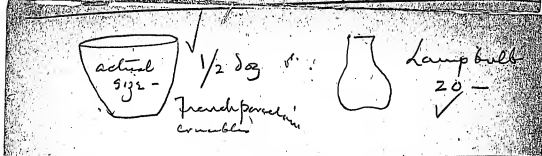
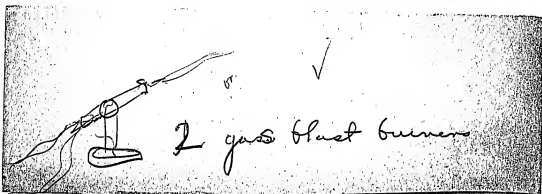
One  Wedgewood mortar & pestle

1/2 doz ribbed filter funnels

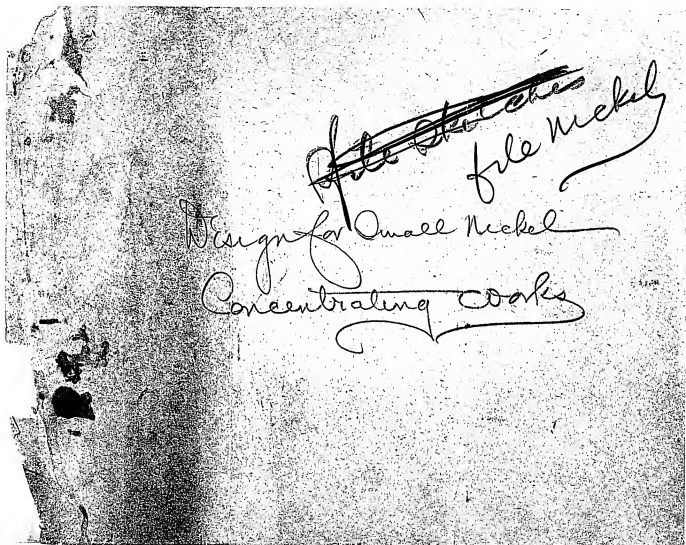
doz bundles filter paper  
size to fit this funnel

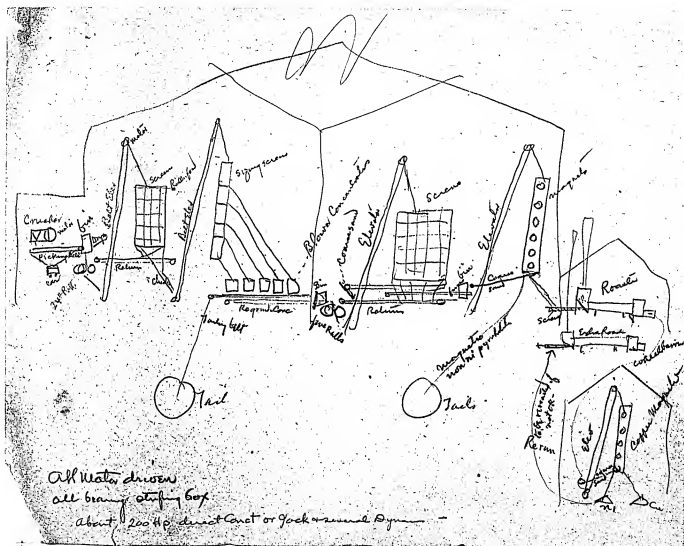


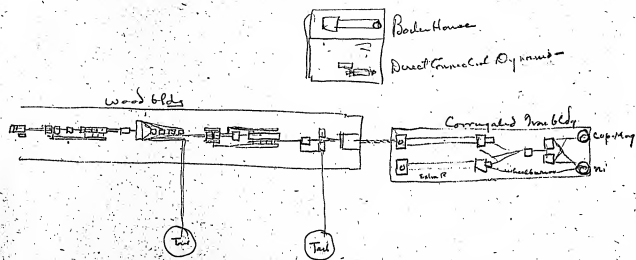




[CA. 1901-1904]





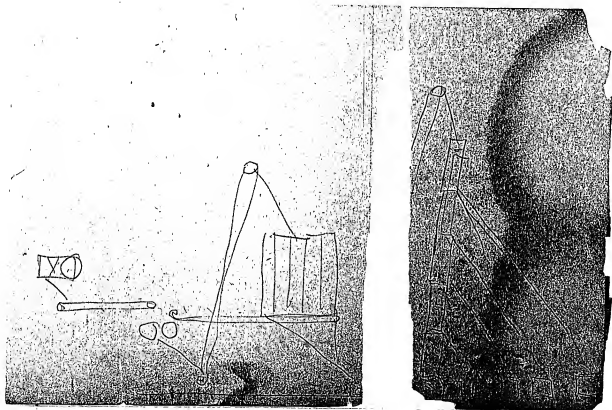


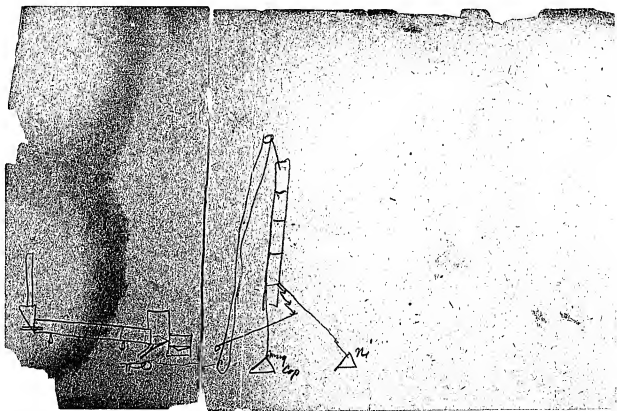
| Cost       |    | Total 40 000 without bldgs |      |
|------------|----|----------------------------|------|
| Crushers   | 16 | Crushers                   | 600  |
| Rolls      | 15 | Crusher                    | 150  |
| Elav 1     | 5  | for 2 bldgs                | 1000 |
| Rollm-felt | 2  | Elav                       | 300  |
| Elav 2     | 5  | Screen                     | 850  |
| Blower     | 15 | Rollm-felt                 | 250  |
| Convey     | 6  | Elav                       | 500  |
| Rolls      | 26 | Screen                     | 600  |
| Elav       | 5  | Blower                     | 1500 |
| 3 belts    | 6  | apart                      | 100  |
| Elav       | 5  | 2 Convey                   | 600  |
| Mag        | 26 | fine Rolls                 | 2000 |
| Roll       | 10 | Elav                       | 600  |
| Screen     | 4  | Screen                     | 500  |
| Elav       | 5  | 3 belts                    | 900  |
| nights     | 15 | Elav                       | 600  |
| Shippile   | 10 | Mag                        | 2200 |
| 173        |    | Chute                      | 150  |
|            |    | Rolling                    | 1200 |
|            |    | Elav                       | 600  |
|            |    | Mag                        | 200  |
|            |    | Meters                     | 3000 |
|            |    | Eng                        | 4000 |
|            |    | Rollm-felt                 | 4000 |
|            |    | Dynamos                    | 3000 |
|            |    | Electromotor               | 2500 |
|            |    | Estimate                   | 3000 |
|            |    | Ass                        | 150  |
|            |    | 38 900                     |      |

1 75  
65  
875  
350  
4375

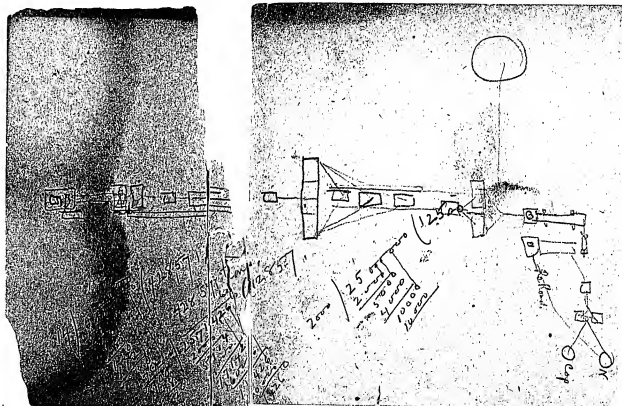
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**MINING EXPLORATION COMPANY OF NEW JERSEY  
AND RELATED RECORDS  
JOHN V. MILLER FILES**

These documents cover the period 1901-1952, with most of the material dating from 1902-1904. Included are correspondence, reports, legal documents, equipment inventories, and other items relating primarily to the administration of mining surveys and properties in Ontario. Most of the letters are to or from John V. Miller. Other correspondents include Edison; Walter S. Mallory, vice president of MECNJ; John F. Randolph, secretary-treasurer; George Hetherington and Robert Rafn of the West Orange laboratory; and attorneys John T. Hubbard and Frank Denton. There are also letters from property owners, prospective buyers of Edison's Canadian property, and agents of the Department of Crown Lands in Ontario.

Included are documents pertaining to drilling operations, mining rights, and land leases, along with others dealing with expenses, equipment, and taxes. Several letters concern the acquisition and use of a magnetic dipping needle and a diamond drill. The material from the period after 1904 relates mainly to efforts to sell or option Edison's properties; Miller later conducted these activities on behalf of Edison's estate.

#### John V. Miller Files - Correspondence (1901)

This folder contains correspondence and other documents relating to surveys of mining properties in the Sudbury district of Ontario. Included are letters from Edison, Walter S. Mallory, and T. J. Ryan, a Department of Crown Lands agent. Most of the correspondence pertains to Miller's activities and travel arrangements. Other subjects include supplies and insurance, the transmittal of funds, and ore samples.

#### John V. Miller Files - Correspondence (1902) [not selected]

This folder contains correspondence and other documents relating to mining surveys in Connecticut and the Sudbury district of Ontario. Included are letters from Edison associates Walter S. Mallory and John F. Ott. Other correspondents include attorney John T. Hubbard of Litchfield, Connecticut; Henry Ranger, a prospector; and T. J. Ryan, a Department of Crown Lands agent. The letters concern the procurement of mining rights and land leases; maps, equipment, and instruments; and prospecting services, ore samples, and assays. Several letters pertain to the acquisition and use of a magnetic dipping needle and a diamond drill. Also included are items relating to the hiring of students from Yale University for prospecting work. Additional letters from Edison's brother-in-law, Ira Miller, concern the Miller family's business and other matters.

#### John V. Miller Files - Log of Camp Edison (1902) [not selected]

This book covers the period July-October 1902. It deals mainly with the leisure and recreation activities of the prospecting party in the Sudbury district of Ontario, whose participants included John V. Miller, Edward B. Miller, R. Howard Embree, Claude Opdyke, and Herbert Sandler. The cover is stamped "Log of Camp Edison Ontario Canada."

#### John V. Miller Files - Correspondence (1903)

This folder contains correspondence and other documents relating to nickel-bearing properties in the Sudbury district of Ontario. Included are letters from Edison, George Hetherington, Walter S. Mallory, Robert Rafn, and attorney Frank Denton of Toronto. The letters by Edison contain comments about investors Charles M. Schwab and James Gayley. There are also mining reports by Cloyd H. Chapman, R. Howard Embree, and Raymond W. Seelye. The letters deal mainly with drilling operations, mining rights, land leases, equipment, and instruments.

#### John V. Miller Files - Correspondence (1904)

This folder contains correspondence and other documents relating to expenses, mining rights, land leases, and equipment. Included are letters from Edison, Walter S. Mallory, and John F. Randolph. Some of the documents convey Edison's instructions regarding drilling and rental payments. A few items pertain to the shipment of phonograph equipment and recordings to John V. Miller in Ontario.

#### John V. Miller Files - Sudbury Equipment Inventories (1904)

This folder contains inventories of camping equipment, drilling outfits, and domestic sundries from the mining camp in the Sudbury district of Ontario.

**John V. Miller Files - Correspondence (1905-1906) [not selected]**

This folder contains correspondence relating to the administration of land titles and the transmittal of documents. Most of the letters are by Charles McCrea, a solicitor in Sudbury, Ontario. There is also one item by Edison's brother-in-law, Lewis A. Miller.

**John V. Miller Files - Correspondence (1907) [not selected]**

This folder contains correspondence and other documents relating to the rental and transfer of mining leases.

**John V. Miller Files - Correspondence (1908)**

This folder contains correspondence and other documents concerning the attempted sale of the Darby Mine and its machinery. The correspondents include John V. Miller; attorney Frank Denton; and George Bergeron, caretaker of the Darby Mine. Some of the letters discuss prospective buyers and the market value of the land.

**John V. Miller Files - Correspondence (1909)**

This folder contains correspondence and other documents concerning the attempted sale of the Darby Mine and its machinery. The correspondents include John V. Miller; attorney Frank Denton; and prospective buyers. A few items refer to market conditions affecting the sale of cobalt- and silver-bearing properties in the Sudbury district of Ontario.

**John V. Miller Files - Correspondence (1910-1924) [not selected]**

This folder covers the periods 1910-1919 and 1924. It contains correspondence and other documents pertaining to the administration of mining properties in the Sudbury and Nipissing districts of Ontario. The letters are to or from John V. Miller; some bear marginalia by Charles Edison. The documents deal mainly with taxes and leases relating to the Darby Mine and property holdings in Bleazard township, Ontario. Included are items concerning the sale of machinery; attempts to sell or option the properties; and the administration of the Darby Mine Investment Account by the Edison Storage Battery Co.

**John V. Miller Files - Correspondence (1925-1930)**

This folder contains correspondence and other documents relating to the Darby Mine. The letters are to or from Edison, Charles Edison, and John V. Miller. The documents pertain to the proposed sale or option of the mine, as well as changes in the demand for cobalt. One item by Miller is entitled "Report of Visit to Sudbury, Ont., Mining District — July 2 & 3, 1929."

**John V. Miller Files - Correspondence (1931-1952) [not selected]**

This folder contains correspondence, agreements, and other documents relating to mining properties in the Sudbury and Nipissing districts of Ontario. Most of the correspondence is to or from John V. Miller, secretary of Edison's estate. Included is a management-transfer agreement of 1936 between Charles Edison and Thomas A. Edison, Inc., relating to mining properties in Bleazard township, Ontario. Several documents pertain to the International Nickel Co. of Canada, Ltd., and its properties in Bleazard township. Some of the material from 1937 and 1938 concerns the transfer of the Darby Mine to Thomas A. Edison of Canada, Ltd., a subsidiary of Thomas A. Edison, Inc. There is also a copy of Edison's last will and testament.

**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Correspondence (1901)**

This folder contains correspondence and other documents relating to surveys of mining properties in the Sudbury district of Ontario. Included are letters from Edison, Walter S. Mallory, and T. J. Ryan, a Department of Crown Lands agent. Most of the correspondence pertains to Miller's activities and travel arrangements. Other subjects include supplies and insurance, the transmittal of funds, and ore samples.

Approximately 20 percent of the documents have been selected. Most of the selected items are signed by Edison.



H. M. Blackburn  
Manager

Sun Insurance Office,  
of London, England.

Continental Branch Head Office, Toronto.

Sunday Agency Sept 11 1911

St Miller Long  
apmanew Hotel  
Whitfish's. out

Dear Sir,

as I wrote you yesterday  
Gilmour was gone. Just as the train  
was starting a cook, Miller got on  
he told me he might stop at Whitfish  
and I asked him to see you. There was  
no time then to write. He is a fine cook  
but must not be let out to get whiskey  
Mr. Jordan has just sent me a cook  
that I feel you would like. he appears  
to be just the right man. Let me know  
by wire if you want him to go down  
to night. the name is Wade.

P.S.

On Skate

D. J. Ryan

Your President is better  
(hope he is very soon)

*Called Address "Edison, New York."*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject:* \_\_\_\_\_

*Orange, N.J.* Sep. 18, 1901.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

I have ordered 500 dollars sent to Sudbury. When you send a survey give me general trend of the stratifications, also send samples of the Diorite, Granite, etc. My impression is that the attraction sent is due to the Magnetite in the rocks and not to Nickel. I think the Nickel attractions when you do find them will be over a narrow area and you want to be careful not to run lines or readings too far apart. Any time you want more men telegraph, I have <sup>two</sup> excellent men. It is alright to apply for the lots as described in your letter. I am making arrangements to lease a lot of ground without paying for it until we find something. Say nothing about this. You did not say in letter if you got clips and glasses.

You can use W. S. Mallory, F. C. Devonald, C. M. Chapman, Fred Ott, W. E. Gilmore, J. F. Randolph, J. W. Aylesworth, W. Simpkins on other applications.

Yours truly,

*Thomas Edison*

*P. S.  
Mr Miller  
The \$500. check was mailed this day  
to Ontario Bank to be paid to your  
credit at Sudbury.*

*J. F. Randolph*

*Full Address "Edison, New York."*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject, \_\_\_\_\_*

*Orange, N.J.* Sep. 30, 1901.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

Any time you want men telegraph or write.

Lot 4 Con V. Snyder. There seems to be lots of attraction but I am afraid its Magnetite in the rocks. If you send Outcrop samples on best attraction, I could determine its magnetic capacity. You can ship samples by express in a bag, a box is unnecessary but mark bag "Samples of Rock."

I understand Lot 4 Con. V. Snyder is open. You better apply for it and at the end of sixty days we need not pay if we dont want to, apply for it in my name as I may be able to arrange to get it without paying.

The maps show that Rangers property is no good and I dont want to pay out anything on such attractions.

I notice you have underscored on Lot 4 Con. V. Snyder this: 2, 8, 11, 16 + 17+13 + 16, 16, 4, 2, 6, 13.

Explain this, also the plus mark on some and not on others.

Yours truly,

*Edison*



*Call Address "Edison, Niagara!"*

*From the Laboratory  
of  
Thomas A. Edison!*

*Subject, \_\_\_\_\_*

*Niagara, N.Y.* Oct. 21, 1901.

Messrs. Miller & Chapman,  
Sudbury, Ont.,  
Canada.

Dear Sirs:

All of the high attraction areas applied for and allowed you can have surveyed if the price of surveying is not excessive, and I will forward money so you can pay the dollar per acre, only take so much of a section that has the showing on it; this will save us money in rentals. Keep me posted.

Small rich sample of pyrolutite from a farm you sent contains enormous amount of Cobalt.

Yours truly,

*Edison*

*Edison, N.Y. 1901*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject* \_\_\_\_\_

*Orange, N.Y.*

November 2, 1901.

Mr. John Miller,  
Sudbury,  
Ontario.

Dear Sir:-

I will fix up the matter you spoke of in your personal

letter.

Regarding paying for lots, ask Ryan at Sudbury, if we pay the one dollar per acre down, can we have time to survey and how much. Also supposing, after surveying, we did not want as much of a lot as we had paid in the one dollar for, would it be credited on other lots? I think we better pay the one dollar per acre on all we have found and then we can have plenty of time for government survey afterwards. If this is not so, inform me.

Yours very truly,

*Thomas A. Edison*

*Call address "Edison, New York"*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject, v* \_\_\_\_\_

*Orange, N.J.*

Nov. 19, 1901.

J. V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

I think it a good idea to look over nearby properties, make a preliminary survey and get samples so we could carry on negotiations this Winter with the parties. You might also ask prices before you make survey, as the asking afterwards would make them think you had found something good, dont survey anything which they ask better prices for than Ryan as minimum and an option to purchase at \$15,000 <sup>or less</sup> at any time.

You better call at Toronto and see Commissioner as you state and see what you can do.

Yours truly,

*T A Edison*

**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Correspondence (1903)**

This folder contains correspondence and other documents relating to nickel-bearing properties in the Sudbury district of Ontario. Included are letters from Edison, George Hetherington, Walter S. Mallory, Robert Rafn, and attorney Frank Denton of Toronto. The letters by Edison contain comments about investors Charles M. Schwab and James Gayley. There are also mining reports by Cloyd M. Chapman, R. Howard Embree, and Raymond W. Seelye. The letters deal mainly with drilling operations, mining rights, land leases, equipment, and instruments.

Less than 10 percent of the documents have been selected. The unselected material relates to summer prospecting work by students from Yale University.

T. J. RYAN,  
SUDBURY.

Sudbury Jan 24/03

Mrs. H. Edison Esq  
C/o Mining Exploration Coy  
Orange  
New Jersey U.S.A.

Dear Sir, Yours of 12th inst. received. to day  
I like to say that in a short time you  
will get all the papers referred to.  
Some delay was caused by mistakes  
in the application affidavits made in  
the states last year. We have it now below  
you now

In haste  
Yours truly  
T. J. Ryan

Dea Morest & Silvester

Ontario Land Surveyors.

Civil and Mining Engineers  
Thoroughly Trained, Etc.  
AND LAND SURVEYORS. 115 St. James St. E.

Sudbury Ont. Jan'y 26 1903

J. W. Miller Esq.

Orange N.J.

Dear Sir,

Yours of 21<sup>st</sup> inst., re magnetometers,  
received.

The address of the maker of our first  
instrument is

Fr. J. Berg,

19 Konungskärragatan

Stockholm, Sweden,

The following is copy of invoice.

(written in German)

|                                     |        |
|-------------------------------------|--------|
| 1 Stück Magnetometer ohne Holzkiste | Kroner |
| 1 " Eisen Kompass                   | 175    |
| Verpackung, mit Linkskasten und     | 14     |
| Postporto                           | 37     |

thrones 228

\* Contre-balance hidden saddle

3

231 thrones

A Swedish Crown is 26.8 cent. so the above  
amounts to about \$61.91

They forwarded me shipment in eight days  
after receipt of order. You might refer to their  
letter of us under date of Nov. 23<sup>rd</sup> 1902.  
Many thanks for your kind wishes, which I return.  
Yours truly  
Dea Morest & Silvester

DENTON, DUNN & BOULTSEE,  
BARRISTERS, 141 DUNDAS ST. E.  
NATIONAL TRUST CHAMBERS,  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, B.A., HONORARY CLERK,  
W. MILLER BARRISTER.

Toronto, Jan. 30th, 1903.

Mining Exploration Company of New Jersey,

c/o J. V. Miller, Esq.

Sudbury, Ont.

Dear Sir,-

As arranged with you we now herewith enclose  
forward you agreement in duplicate intended to be a general  
form for you to use in purchasing property from various  
people in the North Country.

It has been prepared with considerable care and  
yet we think that, if we had a further interview with you  
on the subject, we might vary it before suggesting that you  
have the forms printed for general use.

The enclosed copy in duplicate you can use, vary  
likely, with Charette (or Charest).

You will also see enclosed an additional copy of  
the same document in which we have in red ink filled in the  
blank spaces so that you will understand from this how to  
fill in the other agreement enclosed.

Agreements of this kind are usually executed in  
duplicate, the Vendor keeping one copy and the purchaser  
keeping the other. You will notice that you do not need to  
sign the agreement at all. All that you have to do for the

DENTON, DUNN & BOULTREE,  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHAMBERS,  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, K.C. - SENIOR LONDON.  
W. BOUTREE BARRISTER.

-2-

present is to pay over the cash payment.

The enclosed agreement is clearly one sided but  
that is the only way in which a large Company or Corporation  
can do business with the class of men with whom you will  
have to make contracts in the North country.

Yours truly,

Encl.,

*Denton Dunn & Boultree*

*P.S. Mr. J. E. Miller is a competent  
witness to sign as such*  
*DD & B*



PARLIAMENT BUILDINGS,

Toronto, May 9, 1903.

Dear Sir:

Would your Mr. Edison feel disposed to invest in the nickel properties owned by the Canadian Nickel Company? They comprise in the neighborhood of 3,200 or 3,300 acres of selected lands. All are patented and none were taken up without a prospector's report that mineral had been found thereon. The principal lands, and upon which some development has been made, are the North half of lot No. 1, in the 2d concession and the North half of No. 2 in the 1st concession of Drury. The location is probably one of the best on the whole range for shipping and manufacturing purposes, and is I think well worthy of Mr. Edison's consideration, providing he wishes to invest in nickel properties.

Yours truly,

J. V. Millar, M.P.,  
Sudbury, Ont.

*Henry Totten*  
c

Dictated,

Full Address "Edison's Notebook"

From the Laboratory  
of  
Thomas A. Edison.

Subject,

Orange, N.J. May 9, 1903

Mr. John B. Miller  
Sudbury, Cal.

Dear John,

Samples marked J. B. M.  
307 & 308 received and analyzed.  
I found them to yield  $\text{Oxidized}$

|           |                              |                                 |
|-----------|------------------------------|---------------------------------|
| Sample 2. | <i>J. B. Miller's Coffin</i> | <i>J. M. T. Miller's Coffin</i> |
| 307       | .522                         | .275%                           |
| 308       | .00397                       | .005%                           |

307 appeared to contain quite a quantity of cobalt. That is included in .295%.

How are things coming along John?

We just had another meeting last eve. Friday (Ev.) We went to a large circus in Orange.

Stanis & Coring came with us again. Mr. Dyer was also with us & we had a very nice time. Mr. Ballentine sails for London May 23, 1903.

THOMAS A. EDISON  
PRESIDENT

W. S. MALLORY  
VICE-PRESIDENT

W-12-193.  
J. F. RANDOLPH  
SECRETARY-TREASURER

## EDISON STORAGE BATTERY CO.,

EDISON LABORATORY

TELEPHONE "311 ORANGE"

ORANGE, NEW JERSEY

May 16th, 1903.

Mr. J. V. Miller,  
Sudbury,  
Ont.

Dear Sir:--

We have fully noted yours of May 9th, and in reply, beg to state that we do not want you to do any work on the lands of the Edison Storage Battery Company; so you had better suspend work on lots 11 and 12, Con. 4. Any work done for the Edison Storage Battery Co. charge to them.

We heard from Mr. Gayley yesterday that he would send the drill outfit at once from Duluth, Minnesota.

Yours very truly,

*J. F. Mallory* V.P.  
#2

Called Address "Edison, N.Y. Post."

From the Laboratory  
of  
Thomas A. Edison.

Subject

Orange, N.Y. May 20 1883.

Ans

5 John N. Miller Esq.

Subbing. But.

Conan

My dear Miller:

Mr. Randolph handed to me, yesterday, a copy of a German book by Wilh. Schmidt & Wankroidekundes with a note from you, asking me to translate parts relating to magnetic surveying, and the Thelin-Wiley compass. I had already written to you regarding this, but expecting to see Mr. Edison on a matter, about which I should have to turn to you, I retained the letter till now. My conversation with Mr. Edison this morning was about the following:

I have suffered for a long time from severe headaches, caused by blood-congestion, and as I am growing worse rather than better I have come to the conclusion that I shall have to attack the trouble quite radically

2.

Believing that what I need is outdoor, rough life and lots of exercise, I asked Mr Edison for something to do, if possible, in Canada, in connection with the work supervised by you, and Mr Edison was kind enough to promise to write you about this matter, but later added, that I might as well write you myself, and say that he consents ~~to~~ my going up to Canada as soon as you have got something for me to do.

Our interruption of my work being inevitable, I cannot find a better time for it than just now, - ~~under~~ a few months before the battery will go into the market, and you will understand of what value it will be to me to be able to start my "cure" as soon as possible. (and not have to wait until the prospecting parties are framed in July 5), and I shall feel very much obliged to you for what you may do to enable me to go up there soon.

— I have looked over that German book and found that the chapters treating magnetic surveying, and the Indian compass, cover some 68 pages.

3.

assuming that the latter subject is the more important one for you, I have commenced to translate what refers to it (about 10 pages) and I hope to have it ready to send in the course of a couple of days. The remaining 7 pages will naturally require several days of steady work, and, if you think you may send for me soon a good deal of time and work may be saved by my reading it to you directly. Off hand

With kindest regards

Yours very truly

Rob. Dyer.

P.S. The following are the sad musk-  
news: Valentine leaves us on Saturday  
and Harrington on June 1.

THOS. A. EDISON,  
President.

W. S. MALLORY,  
Vice-President

J. F. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Sudbury, Ont., May 25, 1905.

Mr. T. A. Edison,  
Orange, N. J.

Dear Mr. Edison:-

Herewith I send you a report of the work so far carried on and the plans for the near future. I have asked you many questions and trust that you will give me an early reply to them.

Rafn has written me relative to a place here but as I have just engaged a man from New Haven to aid Opydyke in the detail survey work a position is somewhat doubtful. Of course I could put him on this work also and we could survey more of the attractions if you are willing. As you seem to desire him to come up here I will write him that there is such a place for him, if satisfactory to you, and if it is not you can so inform him.

I would like very much to attend the reunion of my class in New Haven toward the end of June and if I can arrange things here so that the work will not be affected and providing the drill is well underway will it be satisfactory to you for me to come down to New York for a week or so? I think it would be well, even necessary, also for me to see the new men in New Haven before definitely engaging them for the summer's prospecting work. I could combine the two affairs very conveniently.

Yours very sincerely,

*all right*  
*J. F. Miller*

DENTON, DUNN & SOULTEES,  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHARGERS.  
20 KING ST. E. TORONTO, CANADA.  
JAMES DUFFICE, ESQ. MANITOULIN, ONT.  
W. HENRIE SOULTEES.

Toronto, May 30, 1903.

J. V. Miller, Esq.,  
Sudbury,  
Ont.

Dear Sir,-

We have your favor of the 28th inst.

It appears that on November 6th, 1901, the Assistant Commissioner of Crown Lands wrote to Mr. Ryan at Sudbury that the Townships of Levaack, Baldwin, Hyman, Trill, Cascaden and Drury were withdrawn from the market. Everybody connected with the Crown Lands Department here had entirely forgotten about the matter and it was after a lengthy search this morning and consultations with the Commissioner, the Deputy and the Chief of the Mining Bureau that the matter was again revived.

It appears that the Manitoulin & North Shore Railroad having built thirteen miles of its road, i.e. from Sudbury westward, is entitled to something like 7400 acres per mile, and in the summer of 1901 the Railway Company applied to have the lands in these six Townships given to them for having built the thirteen miles of road and that is



DENTON, DUNN & BOULTSEE,  
HARVESTERS, MORTGAGE AG.  
NATIONAL TRUST CHAMBERS.  
30 KING ST. E. TORONTO, CANADA.  
THOMAS DENTON, C.E. ROBERT L. DUNN,  
W. BOULTSEE.

why these Townships were temporarily withdrawn from the market. Then negotiations started in between the Department and the timber licensees asking for the consent of the licensees to the issue of the patents to these Townships to the Railway Company but in almost every case the licensees objected and so the lands have not been given to the Railroad Company and the matter has been standing in abeyance ever since and almost entirely forgotten. Whether the Railway Company, which is known as Clergue, will wait until the timber licensees consent or whether they will take over lands in lieu of the lands in the Townships named cannot at present be stated for nothing has been done in the matter for a year and a half.

You would therefore not be justified in prospecting in any of the above five named Townships at any rate for the present.

We interviewed the Crown Lands Department some days ago before writing you and pressed the matter before the different heads of the Department and they all stated that these Townships were clear and that there had been a discussion at one time as to whether Clergue wanted them or not but that it had long since passed by and were it not

DENTON, DUNN & SOULTSBEE,  
BARRISTERS, SOLICITORS &C.  
NATIONAL TRUST CHAMBERS,  
30 KING ST. E., TORONTO, CANADA.  
JAMES DENTON, B.C., TORONTO, CANADA.  
W. SOULTSBEE, B.C., TORONTO, CANADA.

for the fact that Mr. Ryan of Sudbury has this letter on  
file leases would have been issued to you in the regular  
way for any of the unpatented lands in these Townships, *and it*  
*was on their assurances to*  
*us a few days ago that we wrote*  
*you as we did.*

Yours truly,

*For the Denton & Soutsbie*

W.H. JOHNSTON,  
GENERAL SUPERINTENDENT.

OLIVER IRON MINING COMPANY,

OFFICE OF MARQUETTE DISTRICT.

ISMING, MICH.

June 3, 1903.

Mr. John V. Miller,

SUDBURY, CANADA.

Dear sir:-

The bearer of this letter is Mr. Harry Osterberg. He is to take charge of the diamond drill explorations for Mr. W.S. Mallory, Vice-President, of the Mining Exploration Company of New Jersey. The diamond drill and outfit left here Tuesday morning and should reach Sudbury Thursday or Friday. The carbons I will express to you.

You will find Mr. Osterberg perfectly reliable and trustworthy in every way. I requested him to take a good drill runner with him, but we decided that helpers could be picked up there, saving the railroad fare both ways should we send a man from here. If you have any difficulty in finding men, Mr. Osterberg can let me know and we can send helpers promptly.

Will you kindly let me hear from you as soon as Mr. Osterberg arrives?

Yours truly,

*W.H. Johnston*  
General Superintendent.

Introducing-  
Mr. Harry Osterberg.

THOS. A. EDISON,  
President.

W. S. HALLIDAY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J. 6/8/03/WSH/L

Mr. John V. Miller,  
Sudbury,  
Ontario.

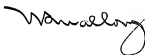
Dear Sir:--

Replying to yours of the 5th inst., I beg to state that you may keep one position open for me and I will arrange for you to see my party when you are here. I think he would stand the work all right and am sure he would like the trip.

Regarding the Diamond drill work, Mr. Edison says it would be better to run two shifts and has no doubt <sup>but what</sup> you can pick out some local man and put him with one of the three men and in this way run two shifts. If this cannot be done, then have them send for one man of their own. As we understand it, two men constitute a Diamond Drill crew with one expert to look out for the diamond setting, etc.

We will advise you as to wages, etc. of these men later on.

Yours very truly,



V.P.

*Call Address "Edison, N.Y. City."*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject* \_\_\_\_\_

*Orange, N.J. June 10, 1903.*

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

I beg to enclose you herewith two license agreements for the New Jersey Patent Co. Kindly sign these where I have written your name in pencil and have some one witness them. I enclose you herewith a certificate of payment of capital stock which kindly sign where I have written your name in pencil and swear to it before a Notary Public.

This is a new company which has <sup>been</sup> formed recently and which you have been elected President of. The first time you are down here I will explain to you what it is.

Kindly return the above as soon as possible, and oblige,

Yours truly,

*J. R. Randolph*

DENTON, DUNN & BOULTBEK,  
BARRISTERS, 241 DUNDAS ST. W.,  
NATIONAL TRUST CHAMBERS,  
20 KING ST. E. TORONTO, CANADA.  
FREDERICK E. DENTON, ESQ.,  
ROBERT DUNN, ESQ.,  
H. BOULTBEK, ESQ.

Toronto, July 8th, 1903.

J. V. Miller, Esq.,  
(of Orange, N.J.)  
SUDBURY, Ont.

Dear Sir,-

The Commissioner of Crown Lands has been out of the City for a few days and is expected back here again on Monday and may not reach here until Monday afternoon but he might be on hand Monday morning, and it is not his present intention to stay in the City more than a day or two at most when he comes back. At least the above is what I was told this forenoon but this afternoon I have had a conference with Premier Ross and he says that he has <sup>today</sup> sent *on other business* for Mr. Davis and hopes that he will be here to-morrow (Thursday) afternoon, and if he comes will be here Friday and Saturday in all probability. Of course if it be on Saturday he will be here only in the forenoon as all the offices close at noon on Saturday. I am leaving for Ottawa this afternoon and will be there to-morrow and Friday and will be back in the City the first thing on Saturday morning, and so if you are here I can see you then. I am leaving word with my firm to find out to-morrow (Thursday) afternoon or at latest on Friday whether Mr. Davis will be here on Saturday forenoon or whether he will be here on Monday and Tuesday and I will have my firm wire you the first moment that anything definite is known.

DENTON, DUNN & BOULTSEE,  
BARRISTERS, SOLICITORS &C.  
NATIONAL TRUST CHAMBERS.  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, K.C., HERBERT L. DUNN,  
W. BRUCE BOULTSEE.

-2-

I would prefer to have you here on Monday but if it should so happen that the Commissioner will be here on Saturday and not on Monday I would like to have you here of course on Saturday forenoon. It is just about as easy to make the Phillipines fall in with the Government of the United States as it is to make definite appointments with Cabinet Ministers in the Summer season.

I am satisfied that if those townships can with any degree of fairness at all be withdrawn from the Clergue combination they will be withdrawn and in that case you will be allowed to go in and prospect and not until the Premier and his colleagues and the Commissioner have had a conference on the subject will anything definite be done, and I think your presence here will be very helpful indeed. If you should be here Monday morning permit me to suggest that you arrive Sunday morning and I shall have the pleasure of your company during some portion of that day.

Yours truly,

Frank Denton

*Call Edison "Edison, New York!"*

*From the Laboratory*  
*Thomas A. Edison.*

*Subject* \_\_\_\_\_

*Orange, N.J.* July 24, 1903.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

I have tested the Cores. There is no magnetite in the Cores but there is a black magnetic material probably titaniferous iron that can just be lifted out by actual contact with the face of the assay magnet. This amounts to 170 milligrammes in 43 grams or four tenths of one per cent. There appears to be scarcely any magnetic pyrites but I should say six tenths of one per cent of pyrites not magnetic. Aylesworth will test for Nickel. I am sure that this rock would not give a deflection of more than 3 to 5 and that the ore is below. You might try pieces of rock of low attraction near the deposit against similar pieces of rock on the attraction, collecting a lot of them and try them on the needle.

The deep hole we are to put down should be on the attraction in the yellow but nearer to the big area of low attraction rather than the contrary, perhaps we will go to 750 ft.

Regarding Falconbridge use your own judgement. As to contract drilling. Please give me figures showing which is cheapest, our present arrangement or by contract. As to diamonds--I will make a kick on the subject. I have asked Gayley to get an order giving you right to test your needles on the Canadian Copper Co's. mines. I will come up as soon as I can. Keep me posted every time you send to town.

Yours truly,

*Edison*



*Letter Address*  
*"Edison, New York."*

*From the Laboratory*  
*Thomas A. Edison*

*Orange, N.J. Aug. 17, 1903.*

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

Your samples 322 and 323 are full of Magnetite about 15 percent. This would produce a high reading and such a locality would be dangerous and no good. This is first instance of magnetite of more than one per cent.

Yours truly,

*Thos A. Edison*

THOS. A. EDISON,  
President.

W. S. MALLORY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J., 8/19/03/TRU/p

Mr. John V. Miller,  
Orange, N. J.

Dear Sir:-

I called upon Mr. Dessau and he quoted on one carat points \$34.,  
on two carat points \$48. per carat.

For a 3/4" drill which Mr. Edison said you will use he  
recommended that small points 3/4 to 1 carat be used at \$34 per carat.

From my conversation with Mr. Dessau's son, who was in the  
office before his father came in, I think larger points, two carat or three  
carat are largely used in diamond drilling.

Yours truly,

*J. R. Minton*

S Dessau Esq. Dr Sir-

The bearer Mr Miller has  
Charge of my Diamond Drill in Canada, He wants  
a supply of Drill diamonds, please let him have  
them send bill to me at Orange, I am using diamonds  
Got from you many years ago and they are much better  
than those received from others, please give me hard ones  
yours *Thos A Edison*

Sept 1—

John I have started off making glasses for  
needle & also the brass clips. I told the boy  
at the bank to forward you mail to Whitehall  
& to write to you & say that you were not off  
him from time to time when to send your  
mail. I gave him \$1.00 to attend to it. I also  
attended to your other request & merchants  
promised to get them off on the morning train.  
The hardware man didn't have any cutlery  
drinking cups. I met a prospector  
named Drew who said he had found nickel in  
Trill said he was very hard up & that if I could  
send him a two hundred in with my new &  
give him two hundred dollars he would  
turn the find over to me & let me take  
the patent & he said there was good ground  
400 ft. wide & running across miles &  
finally agreed to give him twenty five  
dollars & a letter to you so he came out  
his partner & find you & your Charles  
or Chapman & Charles could go with  
them & if you found a good proposition I  
would give him the claims of one hundred  
& twenty five dollars & would give him

a little royalty in addition. I inquired  
of Black if he was reliable, Black  
said he was - If you find anything  
trace it along so far as you can & locate  
lots & apply it now. It seems rather  
improbable but still, I thought  
there might be something in it.  
Oren is in a desperate condition  
for money - If any of your  
men want to come back say you  
want weeks notice than telegraph me.  
I will fill his place.

I am going to try a mica vane on  
meters. I find the <sup>pure</sup> pyroshale is  
about  $\frac{1}{2}$  as magnetic as Magnetite  
+ when the mine shows much  
Copper it is not one quarter as

magnetic. I am getting a good  
process for working it & already  
have made progress.

Yours  
Taz

THOS. A. EDISON,  
President.

W. S. MALLORY,  
Vice-President

J. F. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

*Milled* Sept. 10, 1903.

Mr. T. A. Edison,  
Orange, N. J.

Dear Sir:-

*you can*  
*1*  
*Drilled to the extent of*  
*one thousand feet at least*  
*Edison*

I have just had further conversation with the men who are doing diamond drill work in this vicinity by contract relative to their doing some work for us on our claims in the township of Graham, Lot 6 Cox. S. I believe that these claims would show up something pretty fair and I would like to see them proven up as soon as possible. As our drill may be busy in Blizard for some time and as the contractors could start our work in Graham in a month I write to ask if you will not be willing to let them go in there and put down a few holes. They say that they cannot do better than \$3.50 per foot which would cover every thing except the building of a road from the Gertrude Mine to the locality and the small item of core boxes. The road would probably be not more than two miles long and we would have to put this in any way. For \$3.50 they would haul the water if necessary cut the wood, erect their own camp and board the men so that the only thing required of this company would be to build the road sufficiently good to take in the small amount of machinery they have and to furnish the core boxes. This price is on the basis that they would drill at least 800'.

Considering that this price covers practically all the expenses except the road I hardly believe we can do the same work for any less and as the contractors will be ready to go ahead long before our drill can be free probably I think it would be a good scheme to let them

THOS. A. EDISON,  
President.

W. S. HOLLOWAY,  
Vice-President

J. F. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Sudbury, Ont. ....

try at least this place.

I visited the Gertrude mine and took readings over an area of ground where they are now drilling and there is known to be ore, having a dip to the north of about 60 degrees. The ore comes to the surface on a small hill and then to the north sinks below a swamp. On the hill, immediately over the place where the ore comes to the surface I got a reading of 20. Going towards the north the readings drop off to practically nothing in fifty feet. We therefore got no readings over ground where the ore was known to exist somewhere around 100' below the surface. I have asked permission to make a detail survey of the area and the manager of the mine thought that his company would readily let us do the work and give us all the information they had relative to the lay of the ore etc. if we would give them a copy of the survey. I hope to hear in a few days relative to this and if we get a favorable answer I will have the men make a detail survey of the mine or that part of it where the ore has been found.

I believe our two finds in Graham above referred to are of the same character as this ore body at the Gertrude Mine. Ranger and I are going down there tomorrow to look over the ground relative to locating the road etc.

I also visited the Creighton Mine and took readings over some of area where ore is supposed to exist. As I did not have permission to examine the ground and as my time was limited I did not make a very extended examination. However I found that the ore body gave readings of 50 and 60 over quite an area especially around the open pit where

THOS. A. HINSON,  
President.

W. B. HALLORY,  
Vice-President

J. F. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Sudbury, Ont.,.....

They have been removing large quantities of gold ore. I also tried in three or four places the effect of elevation on the readings and found that there was a difference of about ten degrees for five feet of elevation. I shall try to get permission to examine this more carefully and if possible to make a detail survey of it.

Will you kindly let me know as soon as possible relative to the drill contract work.

The drill in Blizard has as yet struck no ore but we have encountered in the last few feet various kinds of rock, i. e. rock passing off into granite or schist, which might show that we are approaching our goal or at least that the formation is more or less broken. The rock last night at the bottom of the hole was schist again.

Yours sincerely,



THOS. A. EDISON,  
President.

W. S. HALLSBY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

**Mining Exploration Company  
of New Jersey.**

Telephone Call 311 Orange.

Orange, N. J. 10/17/03/WSM/L

Mr. John V. Miller,  
Sudbury,  
Ontario.

Dear Sir:--

We are in receipt of yours of the 15th inst. enclosing bill for \$1864.69 for diamonds. Please do not purchase any more diamonds without first consulting with this office, as the funds of the Mining Exploration Company are growing very low. Mr. Edison will personally have to advance the money to pay this bill, as we do not like to put him in such a position until the other members of the Syndicate have been communicated with.

Mr. Edison also asks whether the weekly statements which you were to send in have been received. He seems to be very much put out because we do not get more information.

Yours very truly,

*W. S. Hallsby*

V.P.



THOS. A. EDISON,  
President.

W. S. HALLSLEY,  
Vice-President.

J. R. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J., 10/19/03/WSH/J.

Mr. John V. Miller,  
Sudbury,  
Canada.

Dear Sir:--

I suspect certain things about the diamonds which I do not care to write. Let me know whether the other drill will fit the hole that is being drilled by the United States Steel drill. If so, I think you had better arrange a contract to cover drilling and send it here for execution, and then arrange to let the United States Steel outfit and men go, being careful to get all bits and diamonds back.

Including the last bill, over Seven thousand dollars worth of diamonds have been bought. I want you to get together the diamonds that have not been used and we will turn them into cash after contract has been made and the new arrangement is in force.

I also want a statement showing total diamonds bought, those on hand with a fair allowance for those in bits, and the cost of drilling per foot for diamonds used, also cost per foot including all expenses.

Please let me have this information as soon as possible and hereafter, send a weekly statement of feet drilled, costs and all other work.

Yours very truly,

*T. A. Edison*

THOS. A. EDISON,  
President.

W. S. MALLORY,  
Vice-President.

J. F. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J. 10/28/03/WSM/L

Mr. John V. Miller,  
Sudbury,  
Ontario.

Dear Sir:--

We have just sent you the following telegram:

"Preparing statement for Stockholders Exploration Company.

Mail statement quick showing acres controlled to date by lease  
and otherwise, also probable expenditures per month for six months  
with two drills working, and rentals and payments on property for  
same period", which we now beg to confirm.

On statement covering property, we wish to show how  
many acres for which we have leases, how many applied for, how many  
conflicting claims, etc., etc. The expenditures per month to  
include the two drills and the salaries of yourself and men, cutting  
out, of course, all exploration work, as we have determined to not  
acquire any more property or do more experimenting work until we  
have proved up the property we now have. The rentals and payments  
on property to cover the fees due the Government, payments that you  
agreed to make and probably legal expenses. In other words, we  
want to give the stockholders a statement of what has been done up  
to date and the probable requirements for the next six months.

Yours very truly,

*Wm. A. Miller*

V.P.

*Could Address "Edison, New York"*

*From the Laboratory*  
*Thomas A. Edison*

*Subject, \_\_\_\_\_*

*Orange, N.J.* Oct. 29, 1903.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

In reply to your favor of the 26th inst., I beg to state that I think we better not tie ourselves up to one Contractor for so many feet, also I would not contract with parties who could not drill beyond one thousand feet. I think you better only contract and guarantee for say fifteen hundred feet in one place with the right for more, then we can quit any time. I would rather pay \$3.50 and limit the amount guaranteed than \$3.15 on a large contract, also do not contract with any but reliable people, the proprietors of which are drill men themselves. Submit contract to me before closing.

Yours truly

*Thomas A. Edison*  
*TAE*

THOS. A. EDISON,  
President.

W. S. MALLORY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J., 11/4/05, WSM/L.

Mr. John Miller,

Sudbury, Ontario.

Dear Sir:--

In making future reports, showing expenses and estimates of payments, please use a little more paper and do not condense the explanation so much. On some of the last reports the writing is so fine and the ink has been blurred in copying, making it very difficult to read, so we have been compelled to do a little guessing and hunt up your old letters, to confirm some of the statements.

Relative to properties under option, we find the following:

Mac Lemman lots 8 and 9, concession 2.

Francis Dennie \$500. due January first, 1904.

William Lemoine, <sup>due</sup> January 1st, 1904, \$75.00

Blesard, lot 9, con. 2.

J. A. Primo, <sup>due</sup> April 23rd, 1904- \$270.

Mr. Edison says he does not remember as to the advisability of making these payments. Will you kindly advise, so that we may know what to do with these amounts in our estimates?

Yours very truly,

V.P.

*Ans*  
*11/6/05*

*W. S. Mallory*

THOS. A. EDISON,  
President.

W. S. MALLORY,  
Vice-President.

J. F. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J., 11/5/03/WSM/L

Mr. John Miller,  
Sudbury,  
Ontario.

Dear Sir:--

Replying to yours of the 30th ultimo, regarding the  
properties of E. H. Davis, Mr. Edison says to pay no further  
attention to them.

Please return to us the papers, so that we may forward them  
to Mr. Davis.

Yours very truly,

*W. S. Mallory* V.P.

*Ans*  
*11/7/03*

Mr. Mallory was obliged to  
leave before signing the above  
letter dictated by him.

THOS. A. EDISON,  
President.

W. S. MALLOWY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 3111 Orange.

Orange, N. J., 11/10/03/WSH/L

Mr. John V. Miller,  
Sudbury, Ontario,  
Canada.

Dear Sir:--

Replying to yours of the 6th inst., which I have shown to Mr. Edison, he says, relative to the options on the Mac Lellan and Blezard lots, that before we pay out any more money, he wants a full explanation from you why it is desirable for the Company to make the payments as stated. He says, your statement to the effect that you judge the land "quite likely ground and worth taking up" is not sufficient, as he does not want to pay out considerable sums of money unless he has more definite information.

He also wishes to know whether you believe these options could be extended for twelve months longer upon a small payment.

Regarding the cost of putting down a 1500 to 2000 foot hole, he says the cost is too much and for the moment he is not willing to consider it.

Do you think it would be possible to interest the Government on the work that we are now doing? If so, it might be well to have Mr. Denton take it up and see what can be done, provided it does not cost very much to have the investigations made.

Yours very truly,

*Rec'd* *Run*  
*11/14/03* *11/14/03*  
*T.A.E.*

*W. S. Mallowy*

V.P.

*Could Address "Edison, N.Y. Phila."*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject, \_\_\_\_\_*

*Orange, N.Y.* Nov. 20, 1903.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

Replying to your favor of the 18th inst., I beg to state that both Schwab and Gayley have laid down in putting up any more money, probably as the Wall Street panic has affected them, hence I have to bear all the expenses myself, so I do not care to run more than two drills.

Regarding Hole No. 3, you better drill only to depth your drill will go, then plug her up and put drill on that outcrop that you want to show up where there is a showing. As soon as you have things going O. K. at both drills, you better come down to Orange and we will go over things and decide future matters.

Yours truly,

*Edison*

*Rec'd Am.  
11/24/03*

[INCOMPLETE]

Encls Address "Edison, New York"

From the Laboratory  
of  
Thomas A. Edison.  
(3)

Subjects: \_\_\_\_\_

Orange, N.J.

For trial I decided I would  
send a portion of my sample  
to A. S. McCraith who just  
sent in his report which shows  
Nickel & Cobalt  
.652 %

This I deem mighty good work  
& truly represents the average  
sent in. On a 20 gram sample  
10.4 gms were lifted by the magnet  
which represents 37.14 % Fe. Iron.  
I am now on the hunt for a  
position. Hoping you will  
appreciate the great odds I was  
working against & desiring to hear  
from you soon  
J. B. Huntington



**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Correspondence (1904)**

This folder contains correspondence and other documents relating to expenses, mining rights, land leases, and equipment. Included are letters from Edison, Walter S. Mallory, and John F. Randolph. Some of the documents convey Edison's instructions regarding drilling and rental payments. A few items pertain to the shipment of phonograph equipment and recordings to John V. Miller in Ontario. Also included is a request that Miller "use a different kind of ink" because some of his letters "are so blurred they are unreadable."

Less than 10 percent of the documents have been selected. The unselected items include correspondence concerning land leases and mining patents; reports from the Gertrude Mine; letters from attorney John T. Hubbard of Litchfield, Connecticut; employment applications; and purchase authorizations.

*Endless Address*  
*"Edison, New York."*

*From the Laboratory*  
*Thomas A. Edison*

*Changed NY* Jan. 18, 1904.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

I beg to advise you that Mr. Edison requested me to ask you to use a different kind of ink in writing your letters, as some of them are so blurred they are unreadable.

Yours truly,  
*J. D. Randolph*

*Filed*  
*1/23/04*

W. C. GILMORE,  
PRESIDENT & GENERAL MANAGER.

ADDRESS YOUR REPLY TO THIS COMMUNICATION TO ORANGE, N.J.

J. F. RANDOLPH,  
SECRETARY & TREASURER.

**NATIONAL PHONOGRAPH CO.**  
**EDISON LABORATORY, ORANGE, N.J.**

NEW YORK OFFICE 155 FIFTH AVENUE, 83 CHAMBERS STREET.  
CHICAGO OFFICE 114 WABASH AVENUE.  
FOREIGN CORRESPONDENCE 83 CHAMBERS ST. NEW YORK

IN REPLYING TO THIS LETTER

PLEASE MENTION THESE DETAILS

*Orange, N.J.* March 10th '04  
*Telephone Call to Orange*

Mr. J. V. Miller,

Mining Exploration Co., of New Jersey,

Sudbury, Ont., Canada,

Dear Sir:-

Replying to your letter of the 7th inst., we regret to hear that you had trouble with the Customs officials in getting the phonograph outfit delivered to you. We beg to enclose herewith, bill in duplicate, detailing the shipment. You will note that the prices are based on the Canadian jobbers discount, and is sent to you for Customs purposes only.

We also enclose herewith, record catalogue, with supplements to date.

Trusting you will have no further trouble, we are -

Yours very truly,

NATIONAL PHONOGRAPH CO.

By *SSB*

FSB/c

Enclosure

*Full Address "Edison, New York."*

*From the Laboratory  
of  
Thomas A. Edison.*

*Subject* \_\_\_\_\_

*Orange, N.J.* March 23, 1904.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Mr. Miller:

Your telegram regarding payment of rentals was received this morning and after taking this matter up with Mr. Mallory he told me not to pay the rentals. We will do nothing further from this office in regard to the above rentals until we hear from you.

Any of your letters that have been received at this office have been forwarded to Mr. Edison and up to the present time we received no answers whatever to forward to you. If anything is received for you it will be mailed at the earliest possible moment. I spoke to Mr. Mallory about same and he says that he has received nothing from Mr. Edison for you.

Yours truly,

*J. R. Vandoeft*  
\_\_\_\_\_

W. E. GILMORE,  
PRESIDENT & GENERAL MANAGER.

ADDRESS REPLY TO THIS COMMUNICATION TO ORANGE, N. J.

J. F. RANDOLPH,  
SECRETARY & TREASURER.

## NATIONAL PHONOGRAPH CO.

EDISON LABORATORIES, ORANGE, N. J.

OFFICE AND SALESROOM.

IN REPLYING TO THIS LETTER

335 BROAD AVENUE,  
83 CHANDLER STREET, NEW YORK.  
GRAND CENTRAL STATION

PLEASE MENTION THESE INITIALS.

CHICAGO OFFICE, 127 MADISON AVENUE,  
FOURTH FLOOR, 83 CHANDLER ST., N. Y.

*Orange, N. J.*

Mar. 25, 1904.

J. V. Miller, Esq.,

C/o Mining Exploration Company,

Sudbury, Ontario, Canada.

Dear Mr. Miller:

I have your letter of the 18th. I find that an order for about two dozen records has been sent in. I have had one of my men select out what he considers best for the purpose that you want and they will go forward to you either to-day or tomorrow. I am afraid that some of the records you call for are not going to be found very good. If they are records made in England I know that you will not like them. I never liked any of the English records. The demand over there seems to be for loudness rather than quality. If the records are not satisfactory, do not use them, but send down and get others. It does not cost you anything, so do not feel that you are doing anything out of the way if you ask for additional quantities. I am only too glad to send them along to you, and knowing that you are away off in the wilds of the country, I am very glad to do what I can to help you have a little pleasure.

Business is very good indeed and continues to keep right up. We are doing more business than ever. I know you will be pleased to hear this.

With kind regards, believe me,

Yours very truly,

*W. E. Gilmore*

P.S. If you want to get anything more, write a letter to Mr. Schermerhorn  
him just what you want. I am sailing for Europe on the 6th of  
June, about two months; it is not a pleasure trip but business only.

THOS. A. BRIDSON,  
President.

W. E. MALLORY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J., April 8, 1904. \_\_\_\_\_

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

Yours of the 5th inst. received, replying to same I wish to say that I have taken the matter regarding bits, core shells etc. up with Mr. Bachman and he informed me that we would be put to considerable expense making special tools to make the above here at the Laboratory and unless you had a very large number of the bits, etc. to be made in the future it would not pay for us to do this work here, so would advise that you have them made as heretofore.

Yours truly,

*J. P. Randolph*

THOS. A. EDISON,  
President.

W. E. MALLORY,  
Vice-President.

J. P. RANDOLPH,  
Secretary and Treasurer.

## Mining Exploration Company of New Jersey.

Telephone Call 311 Orange.

Orange, N. J. 4/8/04/WEM/L

Mr. John V. Miller,  
Sudbury,  
Ontario.

Dear Sir:--

When your various letters were received, they were forwarded to Mr. Edison in Florida, and I assume that he has answered them direct, but thinking there is a possibility that he has not done so, I beg to state that on yours of March 23rd, he has written the following:

"I want to drill those line of holes across main body as agreed on before quitting".

Yours very truly,

*Wm Mallory* V.P.

P.S. Replying to yours of April 6th, about the bill for the diamonds, you may approve it and forward to this office.

# Canadian Pacific Railway Company's Telegraph



## TERMS AND CONDITIONS

All messages are received by this Company for transmission, subject to the terms and conditions printed on these Receipt Forms No. 2, which terms and conditions have been agreed to by the sender of the following message. This is an unregistered message, and is delivered by request of the sender under these conditions.

B. B. JENNINGS, Gen. Supt., Winnipeg, Man.  
J. WILSON, Supt., Vancouver, B.C.

W. J. CAMP, Supt., Montreal, Que.  
A. W. BARDER, Supt., Toronto, Ont.

J. A. BENT, Manager Telegraphs, Edmonton.

| SENT BY | TO | RECEIVED BY | SENT BY | TO | RECEIVED BY | SENT BY | TO | RECEIVED BY | SENT BY | TO | RECEIVED BY | SENT BY | TO | RECEIVED BY | SENT BY | TO | RECEIVED BY |
|---------|----|-------------|---------|----|-------------|---------|----|-------------|---------|----|-------------|---------|----|-------------|---------|----|-------------|
|         |    |             |         |    |             |         |    |             |         |    |             |         |    |             |         |    |             |

Check 8 p.m. From Orangeburg, N. Y. 1904

To John V. Miller Washington, D.C.

Let options lapse as  
per your letter numbered  
1515



*Encl. Address*  
*"Edison, New York?"*

*From the Laboratory*  
*of*  
*Thomas A. Edison.*

*Orange, N.J.* May 3, 1904.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

Replying to yours of the 28th ult., I beg to state that I  
want you to stick to the original plan of drilling line of holes  
about 200 feet deep, then will decide what further is to be done.

Yours truly,

*Thomas A. Edison*

*depending on conditions & what core shows -*

# Canadian Pacific Railway Company's Telegraph

T. O. FORM 18



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J. WILSON, Supt., Vancouver, B.C.

W. J. CAMP, Supt., Montreal, Que.  
A. W. BARRER, Supt., Toronto, Ont.

1723  
Manager Telegraph, Montreal.

55 Rn m C 1,40 pm

15 Orange N J 24 th

J. N. Miller,

Russell Hotel Ottawa.

Letter just received drill third hole of fan but carry it down five hundred feet.

Edison

# Canadian Pacific Railway Company's Telegraph

T. D. Form



## TERMS AND CONDITIONS

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J. WILSON, Supt., Vancouver, B.C.

W. J. CAMP, Supt., Montreal, Que.  
A. W. HALLIDAY, Supt., Toronto, Ont.

JAR. KENT,  
Manager Telegraphs, Montreal.

| SENT NO. | OPR. FROM | SENT BY | RECD BY | TIME | DATE | SENT NO. | OPR. TO | SENT BY | RECD BY | TIME | DATE |
|----------|-----------|---------|---------|------|------|----------|---------|---------|---------|------|------|
| 62       | RW        | pm      | WJ      | 7pm  |      |          |         |         |         |      |      |

Received at via sub mtr

Check 1000 From near village of 14 190

To John V. Miller  
Studying out

apply for government diamond drill  
and start starting next July

Edison

# Canadian Pacific Railway Company's Telegraph

T. D. FORM



## TERMS AND CONDITIONS

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R. S. JENKINS, Gen. Supt., Windsor, Man.  
J. WILSON, Supt., Vancouver, B.C.

W. J. CAMP, Supt., Montreal, Que.  
A. W. BARRER, Supt., Toronto, Ont.

SAM. BENT, Manager Telegraphs, Montreal.

| Refr. No. | Dir. | From | Sent by | Ref'd by | Time | Days | Sent No. | Opp. to | Sent by | Rec'd by | Time | Date |
|-----------|------|------|---------|----------|------|------|----------|---------|---------|----------|------|------|
| 184       | to   | Ans  |         |          | 5:40 |      |          |         |         |          |      |      |

Check 19<sup>th</sup> Rec'd at From Orange J 19 100

To John O. Wilson, Windsor Ont

This is encouraging to get granite so near surface better the first feet deeper then move to next place.

Olson

**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Sudbury Equipment Inventories (1904)**

This folder contains inventories of camping equipment, drilling outfits, and domestic sundries from the mining camp in the Sudbury district of Ontario.

Approximately 50 percent of the documents have been selected. The selected items consist of inventories with notations regarding the final disposition of equipment and supplies. Variant versions of this information and additional inventories can be found in MECNJ Letterbook, LM-275.

Camping & Drilling Outfit stored at Sudbury  
May 23, 1904 in room on third  
floor of Lennon's Hall.  
-----o-----

|           |                                       |       |                  |
|-----------|---------------------------------------|-------|------------------|
| ✓ 1 box   | Four cells for Edison Leland Battery  | 8.00  | Left at mine     |
|           | Spatulas, etc.                        | .90   | Sold to Todd     |
| ✓ 1 box   | Balance and weights                   | 42.00 | Left at mine     |
| ✓ 1       | Wide mouth bottles                    | 2.80  | Returned to Lab. |
| ✓ 1       | Lab. supplies, beakers, funnels, etc. | 37.60 | Added to balance |
| ✓ 1 "     | Sample bags                           | 10.00 | Returned to Lab. |
| ✓ 1 "     | Transit                               | 50.00 | Returned to Lab. |
| ✓ 1       | Electro magnet for blasting           | 10.00 |                  |
| ✓ 1       | Coil wire for blasting                | 1.00  | used             |
| ✓ 1 "     | Frames for 3 bracket lamps            | 1.95  | used             |
|           | ✓ 2 hanging lamps                     | 1.30  | used             |
|           | ✓ 3 Lanterns                          | 2.25  | used             |
| ✓ 1 "     | 5 lamps and globes                    | .40   | used             |
| ✓ 1 "     | 2 small pulleys                       | .10   | Left at mine     |
|           | 2 window sash pulleys                 | .10   | "                |
| ✓ 1       | ball lamp wicking 5 yds.              | .15   | used             |
| ✓ 1       | door latch                            | .10   | used             |
| ✓ 1       | iron mortar and pestle                | 1.00  | returned to Lab. |
| ✓ 1 - 2"  | pipe plug                             | .10   | used             |
| ✓ 1       | pr. towel hangers                     | .15   | used             |
| ✓ 1       | Wire screen                           | .05   | "                |
| 2         | Corundum blocks                       | .62   | "                |
| ✓ 3 - 10" | files                                 | .54   | "                |
| ✓ 2 - 10" | rd. files                             | .54   | "                |

(2)

|                                   |                             |
|-----------------------------------|-----------------------------|
| ✓ 1 spoke shave                   | .75 <i>neglect</i>          |
| ✓ 1-5" sq. iron plate             | .50 <i>left at mine</i>     |
| ✓ 1 box of bits                   | 1.75 <i>used</i>            |
| ✓ 1 Roll Insulation tape          | .35 <i>returned to Lab.</i> |
| ✓ 1 Brace                         | 1.00 " " "                  |
| ✓ 1 Box Medicine                  | 1.00 <i>used</i>            |
| ✓ 1 Shot gun                      | 10.00 <i>Sold \$5.00</i>    |
| ✓ 44 rifle                        | 10.00                       |
| ✓ 37 <del>Flower</del>            | 20.00 <i>left at mine</i>   |
| ✓ 1 box Dishes as follows:        |                             |
| ( Roller pin, 3 large bread pans, |                             |
| 5 small pan 2 skimmers            |                             |
| 1 ladle 1 dipper                  |                             |
| 2 cake turners 2 butcher knives   |                             |
| 1 large spoon 1 potato masher     |                             |
| 2 can openers 2 nutmeg-graters    |                             |
| 2 frying pans 3 sauce pans        |                             |
| 2 platters 2 flour sieves         |                             |
| 38 granite plates 18 plates       |                             |
| 7 granite pans 8 tin pans         |                             |
| 12 tin cups 29 tin dishes         |                             |
| 9 granite dishes 4 milk cans      |                             |
| 1 dipper 3 tea pots               |                             |
| 2 salt boxes 2 pepper boxes       |                             |
| 32 desert spoons 25 tea spoons    |                             |
| 24 knives and forks 2 toasters    |                             |
| 1 Meat saw                        |                             |
| Bread box                         | 1.00 <i>at mine</i>         |
| 3 gal. oil can                    | .40 " "                     |
| ✓ 1 14" x 16" Tent 5' walls       | 10.00 <i>not used up</i>    |

(3)

|           |                                      |       |                  |
|-----------|--------------------------------------|-------|------------------|
| ✓ 1       | 10 x 15 Tent new 1' walls            | 15.50 | at mine          |
| ✓ 1       | 6' x 8' "                            | 6.00  | rotten. used up. |
| ✓ 1       | 10' x 14' Fly                        | 2.00  | " " "            |
| ✓ 1       | 11' x 14' Wall tent                  | 8.00  | " " "            |
| ✓ 1       | 10' x 14' " "                        | 8.00  | " " "            |
| ✓ 1       | 11' x 16' Tent                       | 8.00  | " " "            |
| ✓ 1       | 6' x 6' " "                          | 6.00  | " " "            |
| ✓ 1       | 6' x 7' " no front                   | 2.00  | " " "            |
| ✓ 1       | 10' x 14' Wall tent                  | 8.00  | " " "            |
| ✓ 3       | Tump lines                           | 1.00  | at mine          |
| ✓ 1       | 9' x 13' Fly                         | 1.00  | used.            |
| ✓ 1       | Shieve 1'3" diam.                    | 1.90  | at mine          |
| ✓ 1       | Clevis                               | 1.25  | " "              |
| ✓ 1       | 30" x 42" Drawing board              | 5.00  | " "              |
| ✓ 10      | bottles Fly oil                      | .10   | used.            |
| 1 c/s     | Dip Needles                          | .50   | returned to Lab. |
| ✓ 2       | 5" Elbows                            | .25   | at mine.         |
| ✓ 12      | Lunch bags                           | 2.00  | " "              |
| ✓ 14      | Canteens                             | 3.00  | " "              |
| ✓ 7       | Belt straps for recorders            | 2.00  | " "              |
| ✓ 11      | Shoulder straps for "                | 2.00  | " "              |
| ✓ 1       | Cookery tent (Special)               | 15.00 | rotten. used up. |
| ✓ 1       | 30" x 43" galv. tray for blue prints | 1.00  | at mine          |
| ✓ 4       | Tin dish pans                        | 2.00  | used.            |
| ✓ 1       | Bread pan and lid                    | .75   | "                |
| ✓ 1       | 12" tin pot                          | .50   | "                |
| ✓ 13 cks. | Castile soap                         | .75   | "                |
| ✓ 1       | Wash board                           | .25   | "                |



(4)

|             |                            |        |                 |
|-------------|----------------------------|--------|-----------------|
| ✓ 1         | Wash tub                   | .50    | used            |
| ✓ 82 cks.   | Happy home soap            | 3.00   | "               |
| ✓ 8         | Lantern globes             | .52    | "               |
| ✓ 8         | Lamp "                     | .64    | "               |
| ✓ 1         | Transit tripod             | 5.00   | returned to Lab |
| ✓ 3 pr.     | Snow shoes                 | 17.00  |                 |
| ✓ 2         | Cross cut saws             | 5.00   | at mine         |
| ✓ 2         | " " " two handles          | 6.06   | " "             |
| ✓ 4 lengths | 7" stove pipe              | .40    | used            |
| ✓ 1         | Taper stove pipe           | .15    | "               |
| ✓ 1         | Scoop shovel               | 1.00   | "               |
| ✓ 75'       | 1" Rope                    | 4.50   | "               |
| ✓ 50'       | 5/8" "                     | 1.53   | "               |
| ✓ 1         | Oil Stove                  | 4.00   | at mine         |
| 1 Roll      | Tar paper                  | .91    | used            |
| ✓ 1         | Magnetometer               | 60.00  | returned to Lab |
| ✓ 1         | Book shelves               | 5.00   | at mine         |
| ✓ 1         | Blue print frame and glass | 12.00  | " "             |
| ✓ 2         | Dupl. order books          | .50    | " "             |
| ✓ 1         | Set gear for H. Machine    | 20.00  | " "             |
| ✓ 1         | New Century Type writer    | 100.00 |                 |
| ✓ 2         | Thermometers               | .50    | returned to Lab |
| ✓ 50        | Bits                       | 6.50   | at mine         |
| 2           | Keyed Sockets              | .50    | " "             |
| ✓ 21'       | Flexible cord              | .70    | returned to Lab |
| ✓ 1         | Green shade                | .75    | " " "           |
| ✓ 1         | Shade holder               | .10    | " " "           |
| 2           | Triangular scales          | 2.00   | " " "           |

(5)

|           |                          |         |        |               |
|-----------|--------------------------|---------|--------|---------------|
| ✓ 4       | Betts. Ink               |         | 1.00   | used          |
| ✓ 1       | Roll British detail      |         | 1.50   | at mine       |
| 4         | Yale pad locks           |         | 4.00   | used          |
| ✓ 2       | Tables                   |         | 4.00   | at mine       |
| ✓ 1       | Roll top desk            |         | 25.00  |               |
| ✓ 1       | Tier drawers             |         | 10.00  | at mine       |
| ✓ 1/2 doz | Chairs                   |         | 6.00   | " "           |
| ✓         | Copying press            |         | 3.00   |               |
| ✓ 34 pr.  | Blankets                 | at 3.00 | 102.00 | used. at mine |
| ✓ 5 pr.   | Rubber blankets          | 2.00    | 14.00  | used. 2 " "   |
| ✓ 1 pr.   | Bevel gear for "H" Drill |         | 20.00  | ?             |
| ✓ 50      | "E" blank bitts          | .13     | 6.50   | at mine       |
| ✓ 6       | Mattresses               | used    |        |               |
| ✓ 1       | Pillow                   | "       |        |               |
| ✓ 2       | Curtains                 | "       |        |               |
| ✓ 5       | Damage Bags              | at mine |        |               |

One Box.

|         |   |       |                                       |
|---------|---|-------|---------------------------------------|
| 14 16   | Compasses                               | 24.00 | returned to Lab                       |
| ✓ 1     | Miner's Compass                         | 8.00  | " " "                                 |
| ✓ 1     | Tripod (for same)                       | 1.00  | " " "                                 |
| ✓ 12    | Dip Needles                             | 75.00 | Sold \$30.00<br>Chas. Porter, Seattle |
| ✓ 2     | Counters                                | 2.00  | returned to Lab                       |
| ✓ 2     | Reels for winding spool (complete)      | 1.00  | " " "                                 |
| ✓ 1     | Meridian finder                         | 5.00  | " " "                                 |
|         | extra spools                            |       |                                       |
| ✓ 1 box | Fasteners                               | .25   | " " "                                 |
|         | ✓ Erasers used                          |       |                                       |
|         | ✓ Pencil "                              |       |                                       |
|         | ✓ Rule returned to Lab.                 |       |                                       |
| ✓ 1 BOX | ✓ Tape 5 1/2 ft. steel returned to Lab. | 15.00 |                                       |
|         | ✓ 1 small compass returned to Lab.      |       |                                       |
|         | ✓ 2 Magnifying Glasses " " "            |       |                                       |
|         | ✓ Dennison Labels " " "                 |       |                                       |
| ✓ 27    | Paper book covers at mine               |       |                                       |
| ✓ 22    | " " (for same)                          | 5.00  | at mine                               |
| ✓ 38    | Tape for recorders returned to Lab.     |       |                                       |
| ✓ 27    | Extra glasses (for Needles)             | 1.00  | returned to Lab                       |
| ✓ 18    | " " (for Compasses)                     |       | " " "                                 |
|         | ✓ Stamp }                               |       |                                       |
|         | ✓ Pad } -----                           | 2.00  | " " "                                 |
|         | ✓ Figures)                              |       |                                       |
|         | ✓ Ink Rolls (for Recorders)             | .50   | " " "                                 |
|         | ✓ Rivets                                | .10   | used                                  |
|         | ✓ Springs                               | .50   | "                                     |

(2)

|          |                                    |        |                          |
|----------|------------------------------------|--------|--------------------------|
| ✓ 10     | Recorders                          | 150.00 | <i>returned to Lab</i>   |
| ✓        | Extra glasses for instrument cases | .25    | " " "                    |
| ✓        | " " " Counters                     | .25    | " " "                    |
| ✓ 3      | Pat. Instrument cases & Needles    | 30.00  | <sup>2</sup>             |
| ✓ 2      | Clocks                             | 4.00   | — — —                    |
| ✓ 1      | Old Chain (66 ft.)                 | 3.00   | " " "                    |
| ✓ 1      | Electro Magnet                     | .50    | <i>slipped per order</i> |
| ✓ 9      | Instrument Cases                   | 4.50   | <i>J.P. Miller</i>       |
| ✓ 1      | 10 x 12 Tray                       | .65    | " " "                    |
| ✓ 1      | 5 x 7 "                            | .35    |                          |
| ✓ 1      | Funell Glass                       | .25    | <i>sold to Todd</i>      |
| ✓ 1 box  | #5 Shells                          | .60    | <i>see above</i>         |
| ✓ 1      | Brush                              | .10    | <i>Sold. 50¢</i>         |
| ✓ 1      | Wiskey Flask                       | .50    | <i>used</i>              |
| ✓ 1      | Bunch Emery                        | .40    | <i>returned to Lab</i>   |
| ✓ 1      | Sewing Outfit                      | .25    | <i>used</i>              |
| ✓ 3 yds. | Tea Toweling                       | .36    | "                        |
| ✓ 1 set  | Chess & Board                      | .75    | <i>"</i>                 |
| 1        | Printing light box                 | 2.00   | <i>returned to Lab</i>   |
| ✓ 1      | Scale, 4" pans & Weights           | 9.00   | <sup>2</sup>             |
| ✓ 400    | Drill reports                      | 3.20   | <i>returned to Lab</i>   |
| ✓ 1 box  | 44 shot cartridges                 | 1.25   | <i>used</i>              |
| ✓ 5 Pkg. | Toilet paper                       | .40    | <i>at mine</i>           |
| ✓ 1      | 40 mesh screen                     | .75    | <i>returned to Lab</i>   |
| ✓ 1      | 100 mesh screen                    | 1.35   | " " "                    |
| ✓ 1      | 100 ft. Chain                      | 5.25   | " " "                    |
| ✓ 2      | Tin Boxes for maps                 | .50    | <i>at mine</i>           |
| ✓ 1      | Graduate                           | .50    | <i>sold to Todd</i>      |
| ✓ 1 box  | Tools                              | .50    | <i>see above</i>         |
|          |                                    |        | <i>at mine</i>           |

Box Tools, &c.

|          |                   |       |                 |
|----------|-------------------|-------|-----------------|
| ✓ 11     | Small axe handles | 1.00  |                 |
| 9 20 ✓ 3 | " " & Cases       | 10.00 | returned to Lab |
| ✓ 5      | Prospectors Picks | 1.50  | at mine         |
| ✓ 1      | Old Axes          | .50   | used            |
| ✓ 7      | Dipper            | .25   | "               |
| ✓ 3      | Tin Plates        | .35   | "               |
| ✓ 4      | Tin Cups          | .15   | "               |
| ✓ 2      | Pail Covers       | .10   | "               |
| ✓ 1      | Granite Dishes    | .75   | "               |
| ✓ 1      | Coffee Pot        | .75   | "               |
| ✓ 3      | Bread Baking Pan  | .25   | "               |
| ✓ 1      | Small tin pails   | .40   | "               |
| ✓ 1      | Old frying pan    | .25   | "               |
| ✓ 2      | Butcher knife     | .25   | "               |
| ✓ 1      | D. B. Axes        | 1.60  | "               |
| ✓ 1      | Square            | .85   | at mine         |
| ✓ 3      | 1 1/2 Augur       | .75   | " "             |
| ✓ 2      | Hand Saws         | 3.00  | " "             |
| ✓ 1      | Screw drivers     | .50   | " "             |
| ✓ 1      | Draw knife        | 1.00  | returned to Lab |

Mining Outfit stored in White's Slaughter House,  
Sudbury. Owned by T. A. Edison.

|      |  |       |             |
|------|--|-------|-------------|
| ✓ 1  | Box stoves                                 | 6.00  | at mine     |
| ✓ 1  | #80 anvil                                  | 9.00  | " "         |
|      | Drilling Steel                             |       |             |
| ✓ 4  | 1' 5" <i>used</i>                          |       |             |
| ✓ 5  | 1' 10" "                                   |       |             |
| ✓ 6  | 2' 6" "                                    |       |             |
| ✓ 5  | 2' 11" "                                   |       |             |
| ✓ 5  | 3' 10" "                                   |       |             |
| ✓ 24 | Tool Steel 7/8" octagonal                  | 15.00 | <i>used</i> |
| ✓ 12 | 1" round iron                              | .84   | <i>used</i> |
| 2    | Scrapers                                   | .10   | "           |
| ✓ 1  | Hole pump                                  | .25   | at mine     |
| ✓ 3  | Grub picks                                 | .75   | " "         |
| ✓ 2  | Grub hoes                                  | .75   | " "         |
| 2    | 10" sledge hammers                         | 2.00  | <i>used</i> |
| ✓ 2  | Picks                                      | .50   | "           |
| ✓ 3  | Striking hammers                           | 2.10  | "           |
| ✓ 3  | Short handled shovels                      | 1.00  | "           |
| 2    | Long handled shovels                       | .75   | "           |
| ✓ 1  | 100' 5/8" steel cable with hook for drill. | 18.00 | "           |
| ✓ 1  | Goose neck                                 | 1.00  | at mine     |
| 2    | 7" dampers                                 | .20   | <i>used</i> |

(2)

|                   |                                    |                |       |                         |
|-------------------|------------------------------------|----------------|-------|-------------------------|
| 1                 | Buoking board, rubber and frame    | at mine        | 10.00 | <i>Rec'd from White</i> |
| ✓ 1               | set Handles and rings for windless |                | .50   | <i>at mine</i>          |
| 1                 | Cant hook                          |                | .75   | " "                     |
| ✓ 1               | Blacksmith's hammer                |                | .75   | " "                     |
| 1                 | Cold set                           |                | .25   | " "                     |
| ✓ 1               | Broad axe                          |                | 2.50  | <i>used</i>             |
| ✓ 2               | Iron wedges                        |                | .25   | "                       |
| 3                 | Wheelbarrows                       |                | 5.00  | "                       |
| 1                 | 10" sheet iron bake kettle         |                | 1.00  | "                       |
| ✓ 1               | 10" Cast iron kettle               |                | 1.50  | "                       |
| <i>Broken</i> ✓ 1 | 14" " " "                          |                | 1.80  | "                       |
| ✓ 1               | #3 Petersburg stove "Drive"        |                | 25.00 | "                       |
| 4                 | <i>Axes</i>                        | <i>used</i>    |       |                         |
| 2                 | <i>Picks</i>                       | <i>at mine</i> |       |                         |

[ON BACK OF PRECEDING PAGE]

6 chairs  
 2 tables  
 1 Desk  
 1 Bureau  
 1 ~~Set of chairs~~  
 4 Packing Cases 3 00 50  
 1 ~~Box of tools~~ 1 40  
 1 Barrel hardware 33  
 1 Blue Print frame 1 40  
 1 animal 2 25  
 3 Iron Buckets 33  
 2 Stoves 33  
 29 pieces tool steel 1 25  
 1 package of tools 1 25  
 1 ~~box of tools~~ 1 40



**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Correspondence (1908)**

This folder contains correspondence and other documents concerning the attempted sale of the Darby Mine and its machinery. The correspondents include John V. Miller; attorney Frank Denton; and George Bergeron, caretaker of the Darby Mine. Some of the letters discuss prospective buyers and the market value of the land. Miller's outgoing letters may be difficult to read because of faint green ink.

Approximately 20 percent of the documents have been selected. Most of the selected items relate to negotiations with A. E. Munro, an Ontario physician.

Dec. 8, 1908.

Mr. Frank Denton, K. C.,  
20 King St., W.,  
Toronto, Ont.

Dear Mr. Denton:-

I went over part of the ground last night connected with the Darby mine and have succeeded in getting some more data relative to the workings and property.

The location of the mine is about 4 miles from Hatchford road on the west side of Bay Lake. Mr. Edison built a new road from this lake into the mine. The claim is one of four, each 40 acres, lying along a dyke of diabase along which the well defined fissure mentioned in my letter of Saturday, can be traced for a mile. On this property the fissure separates into four branches, all of which show quartz, calcite, bloom and copper pyrites on the surface. The neighboring claims have all been more or less worked up and have good showings and one was sold for \$45,000 to the Earle people I believe.

There were three shafts in all sunk and one open cut with two 20' pits on each end. A tunnel 135' long was also driven from a hillside into one of the shafts, drifting from two of the shafts was also carried on to a considerable extent.

In the open cut and shaft #1 several hundred <sup>lb.</sup> of calcite were taken out within two or three feet of the surface, also quantities of bloom material showing the presence of nickel. The

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showing is a good one and a vein of good ore should be found.

\* Shaft #2, 75' south of #1, and on another vein was sunk to 66' following a calcite vein all the way down, the walls being in some places over 20' apart. The vein matter was a pink calcite. Some smaltite was found here.

Shaft #3 a short distance north east of the other shafts was sunk to a total depth of 150'. Here quantities of boom were found on the surface and down to a depth of 45'. The vein however passed to the south of the shaft which was sunk straight for the purpose of getting down to the level of a neighboring swamp and drifting at that level. A drift was made from the bottom of this shaft both north and south to cut veins shown up on surface. The one to the north showed up a good vein of smaltite and bismuth, small pieces of these minerals being found. The manager of the mine thought the find very good indeed and wanted to continue the work. The south drift also showed up well but no solid ore was found. They drifted through about eight feet of vein matter, made up of calcite and quartz.

Shaft #4 was sunk to a depth of 44' and in a drift at the 34' level vein matter four feet thick was encountered. This contained cobalt and boom and iron.

The tunnel did not show up any vein of value but a very small one was struck when 25 feet in. This tunnel meets shaft #3 at the 60' level.

Mr. Wilson, who was in charge of the mine, was very hopeful when the mine was shut down and Mr. Edison's reason for closing down was due to the fact that he was after cobalt at the start but it was later found that this metal was not necessary for the battery and as no silver values were found, Mr. Edison did not care to go

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on. He believes however there is a good chance of striking good ore especially as good silver values have been found lately in the neighborhood. He says it is a good gamble.

I shall send you a sketch or blue print of the lay out of the workings in a day or so.

I trust that the property can be sold at an early date and the matter settled up. I expect to hear from you in tomorrows mail.

Yours sincerely,

DENTON, DUNN & BOULTSEE,  
SHAREBROKERS, 20 KING ST. E.,  
NATIONAL TRUST CHANGERS  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, S.E.  
BENJAMIN L. DUNN  
W. MURDOCH BOULTSEE  
JOHN WALTER McDONALD

TORONTO, 10th December, 1908.

J. V. Miller, Esq.,  
C/o Edison Chemical Works,  
Silver Lake, N.J.,

DEC 12 1908

Dear Sir,-

Dr. Munro, whose card reads from London, England, and who says that he has been in Ottawa, Canada, and Cobalt for some time, called on me with a letter from Mr. Edison.

After an interview of some length with Dr. Munro, and after he told me that he had been corresponding with Mr. Edison for some months, I have been unable to determine whether he is a suitable person with whom to attempt to negotiate matters. He wants the property for from eight to ten thousand dollars, and he seems to think that Mr. Edison was not unfavourable to that price.

Dr. Munro wants an option for a month without paying anything for the option, then would like to buy the property at \$8000. or \$10,000. He is a very agreeable gentleman, and one of the most persistent that ever came up the elevator into our office. What do you know about him? What have you to say in answer to this letter?

Dr. Munro tells me that the mine is flooded with water, and has been for about a year. Is that so? In all probability it is. Have you a man in charge of the mine now as watchman, or is the mine not in charge of anyone. Probably you might give me the name and

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BARRISTERS, SOLICITORS & C.  
NATIONAL TRUST CHANGERS  
80 KING ST. E. TORONTO, CANADA.  
FRANK DUNN, C.M.  
HERBERT L. DUNN  
W. MURRAY DUNN  
JOHN WALTER DUNN

(Miller)

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address of some person who is keeping an eye on it for you.

Dr. Munro says that he is going to join with Mr. Harris, who was formerly your mine captain at the Darby, and they intend to pump out the mine and show it to some intended purchasers. Is Captain Harris a person such as you would like to pump out the mine and do anything else he wished to do without security?

Be good enough to give me a gossip account of how matters stand.

There has been great activity during the past few months in Cobalt property, but there is now a little lull, which will continue until after the turn of the new year, and the general impression here is that from January until June or July there will be still greater activity than there has been <sup>anytime since before</sup> for some time before. I myself am under the impression that we can do nothing with this property now before January.

Yours sincerely,

*Frank Dunn*

Dec. 16, 1908.

Mr. Frank Denton,  
20 King St., E.,  
Toronto.

Dear Sir:-

I succeeded in seeing Mr. Eileen finally last night and spoke to him about Dr. Munro. He seems to think he is not much good and thought it useless to spend any time with him. He had very little conversation with him and only referred him to you as he was going up to Cobolt the next day. His offer is entirely out of the question and he must think we are easy marks to consider any such terms and also to let him try out the mine without any payment. I think we had better give him the go bye at least for the present.

The mine is undoubtedly flooded at this time as the pumps have not been in operation for a long time but this is perfectly natural and to be expected in any mine.

George Bergeron, of Vatchford, is the caretaker and is expected to make a visit to the property occasionally and report.

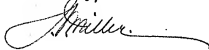
Capt Harris was considered by Mr. Wilson, our manager up there, to be very good in mining work and general character and undoubtedly would be a good man to look after any such work as pumping out the workings as he is entirely familiar with the mine plant. But I do not think we want to allow this man Munro for a minute to disturb the property until he has given us some security and come to our terms.

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Your telegram has just been received and in reply would say that I have not yet succeeded in finding the sketch I referred to in my former letter. I have made a search myself for it and have had the men at the Laboratory look for it. Mr. Edison says that he thinks he has it somewhere but he has been so taken up with the battery lately that he has forgotten the matter several times. I will look myself through his papers pretty soon if he does not locate it. I will send you copies as soon as I can get hold of the original.

We must rush the matter on as much as we can but perhaps we can do little until spring. However there is so much development work at the Mine that it could be pumped out and examined now as well as in the summer. I have been expecting to hear from you in regard to what price you thought would be proper but as yet I have received no word. Do you think 27,500.00 too much? I think we might make a try at this price anyway. Please let me know your idea as soon as possible.

Yours sincerely,





DENTON, DUNN & BAULTREE  
BARRISTERS, SOLICITORS &  
NATIONAL TRUST CHANCERS  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, S. C.  
RESIDENT L. DUNN  
W. BAULTREE, ESQ.  
JOHN WALTER McBRIDE

TORONTO, 18th December, 1908.

J. V. Miller, Esq.,  
C/o Edison Chemical Works,  
Silver Lake, N.J.,

Dear Mr. Miller, - Re Darby Mine

I have your favor of the 15th inst., and am indebted to you for its contents.

I told Dr. Munro that \$30,000 is the price, and he has nothing else on his brain from me except that figure. Another party has been in to see me, and I quoted the same price. Anyone who will pay \$20,000 of \$25,000 for this property is apt to be a man who would pay \$30,000. for it if it were asked from him.

You can bear in mind that my first point is to get the mine sold for Mr. Edison, and in the second place for you and me to make as much money out of the transaction as we can. The selling of the mine in the first consideration, and the price must not be one that would prevent a sale of the property.

We may not be able to sell the mine, but there are fairly good chances of being able to do so, for there is a demand in all that country just now for properties. I will keep you fully posted.

Yours sincerely,

*Frank Denton*

Dec. 19, 1908.

Mr. Geo. Bergeron,  
Litchford, Ont.

Dear Sir:-

On behalf of Mr. Edison I write to ask you the present state of the Darby Mine and for a report in general on mining work in the neighborhood. Are the claims in good shape, room O. K. and machinery in good order? We would like you to make a full report on conditions at the Mine as Mr. Edison would like to be kept informed and things kept in good shape.

What are the people in the adjoining claims doing and have they struck anything. In your opinion, of value? Have you seen anything of Mr. Bartram lately? Mr. Edison expected him to take the machinery off his hands but we have heard nothing from him for several weeks. Has he been examining his property and carrying on any work there? How about the people to the west of the Darby. Kindly write us as fully as possible on the condition of affairs up there as you find them.

Mr. Wilson called here this week and is in good condition and planning on returning to South America in about one week.

Trusting to hear from you very soon I remain,

Yours truly,

Dec. 19, 1908.

Mr. Frank Denton,  
20 King St., E.,  
Toronto, Ont.

Dear Mr. Denton:-

Enclosed I send you three blue prints each of two tracings made from sketches by Mr. Wilson who has charge of the work at the Darby Mine for Mr. Edison. They show all the workings in plan and section and you can from these get a very good idea of the extent of work.

Mr. Wilson was here day before yesterday and I had a long talk with him in regard to the Darby Mine and things in general up in that region. He has been in South America for a year however so is not well posted on the present state of affairs.

He told me that he was very much disappointed that Mr. Edison stopped the work when he did as the vein which they struck in the north drift from the shaft at the 100' level was very promising indeed, getting very good values of cobalt, nickel, & bismuth. This vein was best at the bottom of the working and he further says that Harris considered it a very good showing indeed and owing to the fact that bismuth was present the general and strong opinion of men familiar with the region was that silver would be found very soon in all probability.

But in spite of all this he rather gave me a knock out blow when I told him of our friend Munro and the price he had put on

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the property, namely \$8,000. He said it all depended upon what had been found in the neighboring claims. If they had struck silver in good quantities and proven it to be deep the Darby was O. K. and would be very valuable to those properties adjoining. But if no big finds in the region had been found then he thought \$8,000 would be a good price under the circumstances. I am lead to believe that the showings are not so wonderfully good and that the property is not in itself a wonder. But if they should find good values on the adjoining claims and want to work them the shafts and tunnels on our property would be of great value to them.

Mr. Wilson further said that when he was trying to sell the property in the fall of '07 he was holding out for \$25,000 and as the mines were then selling he believed this to be a fair price.

Now it seems to me, as there is so much activity in the region and so many inquiries that properties must be picking up and we might as well make a stab at a good figure for a time anyway. Mr. Edison must have fairly good hopes of the property also to place the minimum return to him of \$19,000.

I am writing a letter to the caretaker to make a trip to the Mine and make a report on same and also let me know what the people on the adjoining claims are up to. I will also write Cap't Harris and get information from him if possible about the finds in the region immediately around the Darby. I shall write you as soon as I hear from them.

Hoping to hear from you soon as to your opinion of the price,  
I remain,

Yours sincerely,

Dec. 23, 1903.

Mr. C. Webb,  
Yale Club,  
44th St.,  
N. Y. City.

Dear Carl:-

Mr. Edison has decided to sell his cobalt mine in Canada and has put the matter in the hands of Mr. Denton and myself and thinking that perhaps you might be still interested in cobalt properties I write you relative to the matter.

The property is known as J. B. 35 and is located some 3 miles from Hatchford. Mr. Edison has done a great amount of development work on the property and shown some good veins of cobalt, nickel and blaguth. As perhaps you know he bought the mine for the purpose of getting cobalt for his battery, but he has decided not to use this material and so desires to sell the mine.

The man in charge of the work was very much disappointed when he had to stop as he was just getting into the ore at the 150' level.

If you are interested in the matter kindly let me know and I will write you fully or come over and see you. Perhaps if you yourself are not in the market you could put me in touch to someone who might be interested.

With a merry Christmas, I remain,

Yours very sincerely,

Letchford Dec 31 1908

~~John~~

Mr J. V. Miller

Dear Sir

Your letter of Dec 12  
last came to hand & on  
today I am very glad I heard  
of Mr Wilson today also  
well you state on your  
letter that Mr Edison wanted  
a report on the dairy mine  
as for Camps all Camps they are  
all in good shape roofs are ok  
only one window of kitchen  
& door is broken but I patched  
same up again as for Mr Butler  
I never heard or seen any thing  
of them since they were injured  
as for the People west of Salt  
Lake they have done nothing

2  
but there is a company  
working on J. S. 61 what  
you can see on map where  
J. S. 61 is to the south  
of Edison mine there is a couple  
of gangs at work but nothing  
of any value has been dug out  
yet but things look very  
promising on J. S. 61  
as regarding to West they fixed  
up their wound want to have  
one open door put in kitchen  
& also one window if possible  
if I will do it for him  
I suppose you got Mr  
Edison my last letter telling  
him about window breaking  
I fixed same in made two  
holes was up today to see  
if were better

[ON BACK OF PRECEDING PAGE]

my thing new & write  
let you know at once  
George C. Bergeron

My dear Sir,  
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the matter of the  
and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.  
I am, Sir, very respectfully,  
Your obedient servant,  
George C. Bergeron

**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Correspondence (1909)**

This folder contains correspondence and other documents concerning the attempted sale of the Darby Mine and its machinery. The correspondents include John V. Miller; attorney Frank Denton; and prospective buyers. A few items refer to market conditions affecting the sale of cobalt- and silver-bearing properties in the Sudbury district of Ontario. Miller's outgoing letters may be difficult to read because of faint green ink.

Approximately 20 percent of the documents have been selected. The selected items are samples of letters discussing Edison's conditions for selling his property. The unselected material includes an amendment to the Ontario mining law and documents relating to routine tax and rental payments on mining properties.



Legal

JOHN E. HELM

CABLE ADDRESSES:  
HELM  
NEW YORK

LAW OFFICES

HELM & KNIGHT

PRUDENTIAL BUILDING, 707 BROAD ST., NEWARK, N. J.  
281 BROADWAY, NEW YORK, N. Y.

HERBERT W. KNIGHT

TELEPHONES  
862 NEWARK, N. J.  
7113 CLEVELAND, N. Y.

Newark, N. J., January 25th, 1909.

H. F. Miller, Esq.,  
Edison Laboratory,  
Orange, N. J.

Dear Sir:-

In reply to your letters in reference to Edison Storage Battery and Mining Exploration taxes, I wish to state that the taxes on the Edison Storage Battery Company have been cancelled by order of the Court, after the filing of our petitions.

The interest due on the taxes of the Mining Exploration Company must be paid. The reason the State of New Jersey is taxing the company a corporate tax on its total stock issued and outstanding is because all of the capital is invested in mining outside of the State of New Jersey.

Mr. Edison suggested a reduction of the capital stock at the time of the filing of the last report and promised to see some of the interested stockholders to see if they would consent to such reduction. I have heard nothing from him since.

If the company desires to save the payment of taxes the capital must be reduced immediately, unless one-half of its capital is invested in this state in manufacturing or mining.

In re Iona Island matter: Confirming my conversation with you over the telephone this afternoon I wish to state that Mr. Howard Scandall called at my office to ascertain whether or not Mr. Edison would send a man to measure up the wood cut by him under the terms of his lease. Further, to ascertain whether Mr. Edison would renew the lease with him for another year so as to allow him to cut the balance of the timber in the square that he has been working in.

Yours very truly,

JEH:HD

*See also note that the Edison Mining  
you desire to make to the Edison Mining*

*Not to use  
Mr. Edison's name*

DENTON, DUNN & SOULTREE,  
BARRISTERS, SOLICITORS &c.,  
NATIONAL TRUST CHANCERY  
30 KING ST. E. TORONTO, CANADA.  
FRANK BEAVER, L.T.  
HARVEY L. BARR  
W. WILSON SOULTREE  
JOHN WALTER MCGILL

TORONTO, 28th January, 1909.

J. V. Miller, Esq.,  
Edison Chemical Works,  
Silver Lake, N.J.,

Dear Sir,-

Re Darby Mine

The only offer that I would consider worth while placing before you is one I have received from a reliable lawyer in this city, and it is on this basis:-

The price to be \$30,000; the lawyer to receive 10% commission; \$3,000 to be paid in 30 days, and \$9,000 each 60 days thereafter; the purchaser to be liable only for the amount that may be paid, that is to say if he has paid \$3,000 and then drops out he loses what is paid, but is not responsible for the balance. The commission of 10% will not be paid by you on the first \$3,000 payment but when the \$3,000 and the \$9,000 are paid then there will be 10% to pay on that \$12,000, and so on. The purchasers to put up with me \$1,000 as indemnity against injury to the machinery or mine, and agree to do \$1,000 worth of work on the mine within the first 30 days.

Now whether this is the type of proposition that Mr. Edison would care to consider, I do not know, and I am sending it

DENTON, DUNN & BOULTSEE.  
BARRISTERS, SOLICITORS &C.  
NATIONAL TRUST CHARGERS  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, B.C.  
BARRISTER, SOLICITOR  
W. NELSON BOULTSEE  
JOHN WALTER BOULTSEE

(Miller)

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to you because it has been given to me in good faith.

It is difficult to obtain a cash payment in full for a mine that is not producing.

Under the agreement outlined above, of course you have to take a chance of the parties falling down, and by that means possibly giving a black eye to the property.

I do not know who the real purchasers are, but I have every reason to believe that they are people of substance and understand mining, and of course they will have to reveal their identity, when the papers are prepared for signature.

Be good enough to let me hear from you at your earliest convenience.

Yours sincerely,

*Frank Denton*

Feb 1st '09.

Mr. Frank Denton K.J.  
20 King St E.  
Toronto.

Dear Mr. Denton:-

Yours of the 28th. re/Darby I've received and I have taken up the matter with Mr. Edison. He has agreed to the arrangements as you have stated in your letter with one condition that if these parties enter into any promotional scheme or the like they are not to use his name in any way whatsoever. He sells the property with the condition that his name is dropped entirely from any later dealings with the property.

It seems to me this is a very fair, in fact good, proposition and I suppose as soon as the papers are made out they will want to take in supplies etc. while the weighing is good. I will see that you have a letter to the care taken allowing the parties to enter the property and camps.

I trust the deal will prove a success and the parties will strike good values quickly. With very kind regards, I remain.

Yours very truly,

Edison Chemical Works.

J.V.M./G.

DENTON, DUNN & BOULBEE  
REGISTERED, SOLICITORS & C.  
NATIONAL TRUST CHANCERY  
20 KING ST. E. TORONTO, CANADA.  
FRANK BRATER, S.E.  
HERBERT L. DOW  
W. MORGAN CARLISLE  
JOHN WALTER McCONNELL

Toronto, February 12th, 1909.

J. V. Miller, Esq.,  
Edison Chemical Works,  
SILVER LAKE, N.J.

Dear Mr. Miller,-

Re Darby Mine.

Herewith enclosed I forward you agreement in three parts duly executed by Mr. Rinaldo McConnell to be executed also by Mr. Edison. After the execution of same you will keep one copy and forward two copies to me. You will also forward me a letter to the purchaser allowing Mr. McConnell and his men to enter the property and camps as suggested in your letter to me of the 1st inst.

The agreement varies slightly from the outline suggested by me to you in a recent letter. Mr. McConnell says he never agrees to expend any sum of money in developing a mine on which he has an option, but he told me personally that he would hand back the agreement the first moment he decided not to proceed further with the investigation, and that he was not taking an option for the purpose of ~~holding or disposing of same~~ <sup>delaying the matter</sup>, and I believe him fully. There does not require to be an affidavit of execution to the agreement.

It is only fair to Mr. McConnell that these documents should be back in our hands by return of mail because his time as you will see is limited with regard to the time that he has at his

DENTON, DUNN & BOULTREE,  
REGISTERED, SOLICITORS & C.  
NATIONAL TRUST CHANCERY  
20 KING ST. E. TORONTO, CANADA.  
FRANK DENTON, C.E.  
REARNEY, L. DUNN  
W. MURPHY BOULTREE  
JOHN MURPHY MCDONALD

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disposal before making the first payment.

I have just wired you as follows :-

"Forwarding McConnell papers today for Mr. Edison's signature."

Probably I can have these documents back in my office on  
Monday.

Yours truly,

Frank *Edison*

*affirmed*  
*2/16/09*

Feb. 18th '09.

Mr. Frank Denton, K. C.

20 King St., E.,

Toronto, Ont.

Dear Mr. Denton:-

Yours of the 12th. inst. with inclosure of agreement, Edison vs. McDonnell, in triplicate received today. I also, listed same to Mr. Edison for his signature and after reading it over he came to the conclusion that he could not sign it as drawn up. He was under the impression, as well as myself, that a payment of \$3000.00 towards the purchase price and the deposit of \$100.00 towards damage would be made before work was begun and the \$3000 would be forfeited if the purchase were not made in full.

By the agreement as drawn up Mr. Edison might not get any money at all and still have his machinery and dumps used and more or less worn. This of course would not be fair.

The agreement further seems to be purely and option for thirty days without any positive return to Mr. Edison for the right. Of course the \$2000 would cover any damage to the property but in all probability this would be all returned unless some unusual damage were done.

Mr. Edison states however that an agreement to the following effect would be acceptable:-

Payment of \$3000 within 30 days and before any work is done. Said payment to be applied to purchase price if said is made, and

(7.D.-2)

to be forfeited, if not. Right given to enter the property and make a surface examination of same for a reasonable time. \$1000 to be deposited with you during the life of the agreement to cover any claims to the machinery and claims, which will be returned to the vendee if sale is made, if not sure to be returned less amount to cover claims to the machinery and claims. Balance of terms and agreement to stand as you have drawn it.

I think this is no more than fair to Mr. Ellison should have some recompense and \$5000 is not very much.

Mr. Ellison leaves tomorrow for Florida but I can forward any new agreement to him and have it back in your hands within a week or ten days.

I trust that you will be able to make this arrangement with Mr. McConnell.

Yours truly,



DENTON, DUNN & BOULTBEE  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHAMBERS  
20 KING ST. E. TORONTO, CANADA.  
FRANK BENTLEY, L.D.  
RECEIVED L. 2111  
W. BOULTBEE  
JOHN WALTER McDONALD

TORONTO, 16th April, 1909

John V. Miller, Esq.,  
C/o Edison Chemical Works,  
Silver Lake, N.J.,

Dear Sir,-

Re Darby Mine

Colonel John H. Conrad is discussing with me the purchasing of this mine. He is quite willing to pay down a deposit of \$1,000 as security for the machinery being left in good condition, and he would like ninety days in which to decide upon his first payment of \$5,000, and thereafter pay \$5,000 every ninety days, the balance of the \$30,000 of purchase money to be paid not later than fifteen months.

In case he makes default in payment, his rights will cease, and the money theretofore paid forfeited, other than the \$1,000 put up as security.

I told him that I had some doubt as to whether Mr. Edison would be willing to sell in this way, but he knows as well as I do that this is about the only way that a property of this kind can be sold, particularly when there is no boom on in the camp at large, and certainly none in that district at present.

Mr. Conrad and his associate, Mr. Richardson, would like to know the name and present address of the foreman of the mine when you were operating the same. I do not mean Mr. Tilson, but the man

DENTON, DUNN & BOULTSEE,  
BARRISTERS, SOLICITORS &C.  
NATIONAL TRUST CHANGERS  
20 KING ST. E. TORONTO, CANADA.  
FRANK BEATY, E.C.  
DEBRAH L. BESS  
W. WILSON BOULTSEE  
JOHN WALTER McDONALD

(Miller)

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in charge of the men. Probably you would be good enough to wise  
me on Saturday morning on receipt of this letter the name and ad-  
dress of the foreman.

You might also, in writing me, let me know the name and  
address of the caretaker of the mine.

I told Mr. Conrad that we would not give an option to  
anybody else for the next ten days. In the meantime Mr. Richardson  
will interview your foreman. Mr. Richardson will be here to-morrow  
(Saturday) morning, and I would like to have a wire from you as to the  
name of the foreman and his address, for he will then start up north  
to see him.

Permit me to suggest that you call on Col. John H. Conrad at  
the Belmont Hotel, New York. He spends about seven or eight of the  
winter months there, and the rest of the year he usually spends in  
Alaska or the Yukon, for he has very large interests in the west, to  
my knowledge. He is in Toronto at present, but is leaving this after-  
noon for New York, and will be there for a few days.

With kindest regards, I am,

Yours sincerely,

Frank Beatty

April 24, 1908.

Mr. Frank Denton, C. O.

20 King St., E.

Toronto, Ont.

Dear Mr. Denton:-

As I feared the proposition v. Conrad does not meet with the approval of Mr. Tolson. He makes the same arguments as he did in the case of Mr. McConnell.

He makes a proposition something like this: A free option of thirty days to make a preliminary examination, including the mine and the surface indications where he can find the mine. He also allows that any further examination is to be made by Mr. Tolson, and the rock and ore at the mine if he wants to exactly as he wishes, that no silver was found, and that an idea of the workings, width of the veins, etc. can be gotten from the description of the mine which I send you and also from the mine captain, the address of whom you have. If a mine and vein were found which is a good indication of silver and the proposition is a good gamble.

At the end of the thirty days, if the party decides to go further into the matter and enter into an agreement of purchase he is to pay \$2500.00 cash on signing the agreement and in 30 days more another \$2500.00 and thereafter \$5000.00 per month until the total is paid. Should the party give up the work and cancel the agreement all money previously paid will be forfeited.

I think this a liberal offer and think we ought to find someone to accept it. I am on the track of one party.

D  
1909

Ore  
Milling

April 25, 09.

Hon. Aubrey White Deputy Minister,  
Dept. of Lands, Forests and Mines.  
Toronto Ontario.

Dear Sir:-

I am in receipt of your letter of April 24, returning to us two checks for \$42.00 and \$72.00 respectively, which were sent to you in payment on leases #3178 and 3221. We have taken the matter up with our bank and find the trouble is due to the fact that the checks are not endorsed by the Treasurer of Ontario.

The endorsement at your office is by "C.H. Soranle assistant treasurer" and does not give the name of Ontario. We return these checks to you so that you may see the cause of the trouble and have the proper endorsement placed upon them.

Trusting the matter will thus be straightened out I remain

Yours sincerely,

J.V.H/G.

May 18, 05.

Mr. Frank Denton  
80 King St. E.  
Toronto Ont.

Dear Mr. Denton:-

In reply to your letter of the 14th of May which I received yesterday I telegraphed you this morning as follows:-

"Draw up agreement as suggested and submit for 'final approval'."  
Mr. Nelson would not "over this proposition at first but finally came around to agree to same. Of course we will expect the agreement in detail to be forwarded here for final approval before positively settling the matter, but undoubtedly Mr. Nelson will approve and sign. I think it would be well to try it on in one case at least. We certainly have made no headway so far with the other proposition. I trust that we shall succeed in making a deal this time. Care must be taken that the agreement states that the machinery and mine is left in perfect shape, that is in as good a shape as it was found. If we have to pump it out or allow it to be pumped out for several different parties perhaps we might arrange to have some other prospective purchasers visit the mine immediately after Mr. Nelson's investigation and by this means save considerable time. With kind regards I remain,

Yours sincerely,

J.V.I./G.

DENTON, DUNN & BOULTREE  
BARRISTERS, SOLICITORS &c.  
NATIONAL TRUST CHANGERS  
BORING ETC. TORONTO, CANADA.  
FRANK DENTON, T.P.  
HERBERT L. DUNN  
W. MURDOCH BOULTREE  
206 & 208 WALTER McDONALD

TORONTO, 14th May, 1909

J. V. Miller, Esq.,  
C/o Edison Chemical Works,  
Silver Lake, N.J.,

Dear Sir,-

Re Darby Mine

W. Lake Marler, broker and financial agent in Ottawa, has been discussing with me the purchasing of the Darby Mine. He was for some years the manager of one of the large banks in Canada, and is, I think, a very reliable and upright man in every way.

I saw him yesterday when in Ottawa, and in pursuance of my interview with him yesterday, I have written him a letter to-day, a copy of which is attached hereto.

Mr. Marler says that he wants to have an opportunity of examining the ore in place after the shaft has been unwatered, but that he does not see his way clear to make any payment on account of purchase from simply examining the dumps and not seeing the workings and the shafts and cross cuts.

Kindly let me hear from you whether this will be satisfactory to Mr. Edison or not. I am quite aware that it is not along the lines of your correspondence with me, but so far I have been unable to have anyone fall in with the method that Mr. Edison has suggested as a means of disposing of the property. Will you be good enough to wire me in reply to this letter.

Yours truly,

*Frank Denton*

[ENCLOSURE]

TORONTO, 14th May, 1909

W. Lake Marler, Esq.,  
Broker, 110 Wellington St.,  
Ottawa, Canada,

Dear Sir,-

Re Darby Mine

The understanding that you and I had yesterday when I saw you in Ottawa was, that if Mr. Edison would consent to the same, that you are to put up with me at once one thousand dollars (\$1000) by way of security that the plant, machinery, fixtures &c will not be injured in any way by you, this money to be returned in case the deal is not consummated and no injury done to the works.

You are to have until the 30th of June proximo to pay the thirty thousand dollars (\$30,000) purchase price, or a very substantial part thereof, and the remainder of the purchase money, if not paid then, to be paid in, say, two equal quarter yearly instalments, that is, half of the remainder in three months, and the balance in six months.

The most that you will be permitted to do before making a payment on account of purchase price will be to unwater the shaft, and of course make all preliminary examination of the dumps and one that has already been taken out of the mine.

Now, whether Mr. Edison will consent to this or not I cannot say, but I am writing him to-day and enclosing him a copy of this letter. I hope to hear from him either by letter or by wire within a day or two.

Yours truly,

S. D. Frank *Frank*

DENTON, DUNN & BOULTSEE,  
BARRISTERS, SOLICITORS & C.  
NATIONAL TRUST CHANGERS  
20 KING ST. E. TORONTO, CANADA.

FRANK DENTON, C.E.  
HERBERT L. DUNN  
W. MARSHALL BOULTSEE  
JOHN WALTER McDONALD

TORONTO, 30th June, 1909

John W. Miller, Esq.,  
C/o Edison Chemical Works,  
Silver Lake, N.J.,

JUL 1 1909

Dear Sir,-

Re Edison & Darby

Mr. W. Lake Marler of Ottawa has written me that just as he was making his final negotiations with his people they have decided that they will interview or communicate with Mr. Edison. I wrote Mr. Marler a few days ago that I had no objection to his people seeing Mr. Edison, but I knew that Mr. Edison would have nothing to do with them and would turn the matter over to me, and I think that is the only course to pursue. You need not mention to the people, if they communicate with you, what your price is, or any of the terms.

With kindest regards, I am,

Yours sincerely,

Frank Denton



⑧

July, 14, 1909.

Mr. Chas. McOree,

Ridgway, Ont.

Dear Sir:-

In regard to the cobalt mine of which I wrote you sometime ago I would say that the party who had an option failed to make good in the final sign up and the property is still on the market and I write you relative to same.

The Darby Mine is located about six miles from Hatchford on the west side of Bay Lake. It is shown on the map of the district as J. B. 33. It can be reached by boat and wagon road from Hatchford, Mr. Wilson having built the road while he was operating.

The claim is one of four, each forty acres, lying along a dyke of diabase along which there is a well defined fissure vein, traceable for one mile. This shows cobalt bloom almost the entire length. At the Darby Mine the fissure separates into four branches, all of which show quartz, calcite, bismuth and copper pyrites on the surface.

The neighboring claims have been worked to a greater or less extent and have good showings.

The work at the Darby Mine consisted of three shafts and one open cut with a twenty foot pit at each end. A tunnel 133' long was also driven from a hillside into one of the shafts. Drifting from two of the shafts was also carried on to a considerable extent.

In the open cut and shafts several hundred pounds of cobaltite were taken out within two or three feet of the surface, also quantities of bloom material showing the presence of local iron showing

(1900.-2)

is a good one and a vein of good ore should be found.

Shaft #2, 75' depth of #1, and on another vein was sunk to 55' following a calcite vein all the way down, the walls being in some places over 20' apart. The vein matter was a pink calcite. Some malinite was found here.

Shaft #3, a short distance from the other shafts in a north east direction, was sunk to a total depth of 130'. Here quantities of bloom were found on the surface and down to a depth of 45'. The vein however passed to the south of the shaft which was sunk straight for the purpose of getting down to the level of a neighboring swamp and drifting at that level. A drift was made from the bottom of this shaft both north and south to cut veins shown on the surface. The one to the north showed up a good vein of malinite and bismuth, solid pieces of these minerals being found. The manager of the mine thought this a very good one and wanted to continue the work. The south drift also showed up well but no solid ore was found. They drifted through about eight feet of vein matter, made up of calcite and quartz.

Shaft #4 was sunk to a depth of 34' and in a drift at the 34' level vein matter four feet thick was encountered. This contained cobaltite, wad, bloom and iron.

The tunnel did not show up any vein of value but a very small one was struck when 25' in. This tunnel meets shaft #3 at the 50' level.

Many samples were sent to Orange and were analysed but the results were not recorded permanently and it would be impossible for me to give

(1403-3)

you the results. However from the above description you can get an idea of what minerals were found and if you require samples and analysis a visit to the mine could be made easily as samples of the dumps taken which are exactly as the ore was taken from the workings. I can arrange for such a visit.

The mine is equipped with all necessary machinery and camps. The camps consist of offices, cooking and sleeping lodges, store house and blacksmith shop, also stable. There is a supply of blankets and cooking utensils. The machinery is all in good condition and for the most part used for only one year. A list of same is as follows:-

|          |                             |
|----------|-----------------------------|
| 50 H. P. | Erie Roller.                |
|          | Feed pump.                  |
| 4' Drill | McLernan air compressor.    |
|          | Tank and receiver.          |
| 3        | Machine drills.             |
| 1        | Jenkes hoist.               |
| 870'     | 4" pipe.                    |
| 491'     | 2" pipe.                    |
| 200'     | 1" pipe.                    |
|          | Curtis pipe thread machine. |
|          | Flexible hose.              |
|          | Steel cable.                |
|          | Wagon and sleighs.          |
|          | Drill steel tools etc.      |

As you will remember in my former letter I gave the reason for

(100.-4)

Mr. Edison stopping the work so I need not repeat. At first sight the proposition may seem rather poor but Mr. Edison believes that it is very likely that if some one went on with the work he would discover something very good. Although no silver was found all the indications are exactly the same as in the mines around Cobolt and if someone could be found who is willing to take a gamble the chances are that with a little more work he can make a good mine out of it.

In the terms of sale Mr. Edison insists that the proposed purchaser pay him a substantial sum towards the final payment of the property before going ahead using the machinery for mining. He is willing to have the mine pumped out if absolutely necessary but he thinks that with our description and samples which one could get from the dumps sufficient data could be obtained on which to make the agreement of sale.

Now if you can find a purchaser all well and good. We want \$30,000 for the entire outfit. Kindly let me hear from you as soon as possible as to what you think of the proposition.

With kind regards to all, I remain,

Yours sincerely,

THOMAS A. EDISON, President.

W. S. MALLORY, Vice-President.

H. F. MILLER, Secretary-Treasurer.

## EDISON CHEMICAL WORKS.

TELEPHONE "1056 BLOOMFIELD."

SILVER LAKE, N. J., Dec. 10/09.

John J. Coley,  
North Bay, Ont.

Dear Sir:-

Re/Darby Mine

Your letter of Dec. 2d to Mr. Edison has been referred to me and in reply would say that Mr. Edison will sell the boiler, pump, compressor, receiver and rock drills now located at the Darby Mine, \$2600.00 at the Mine or will sell the entire outfit of machinery including hoist, mine pump, forges, drill rods, etc. for \$3050.00 at the mine. We shall be glad to hear from you. Another party is making <sup>for</sup> ~~actual holders~~ your loan and we shall have to sell to the first ~~buyer~~ <sup>holder</sup>, so it would be advisable to write us at once.

Yours truly,

*H. F. Miller*

CHARLES MCCREA.

McCREA & VALIN,  
Barristers, Solicitors,  
Notaries, &c.

OFFICES YOUNG BLOCK,

CABLE: "ELSEN SUDBURY"

MONEY TO LOAN.

SUDBURY ONT.  
CANADA

Geo. J. Valin.

10th Dec. 1909

J. V. Miller, Esq.

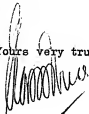
Edison Chemical Works,

Silver Lake, N.J.

Dear J.V.,

I have yours of 6th inst. I had this matter on the string with a couple of parties, but Cobalts have gone so flat over here these last few months, with new discoveries and new fields being opened up, that attention seems to be taken away from the part of the District where your lands are located. For this reason, I have not yet been able to place it.

Yours very truly,



*Mary Xmas.*

**Mining Exploration Company of New Jersey and Related Records  
John V. Miller Files - Correspondence (1925-1930)**

This folder contains correspondence and other documents relating to the Darby Mine. The letters are to or from Edison, Charles Edison, and John V. Miller. The documents pertain to the proposed sale or option of the mine, as well as changes in the demand for cobalt. One item by Miller is entitled "Report of Visit to Sudbury, Ont., Mining District — July 2 & 3, 1929."

Approximately 30 percent of the documents have been selected.

AMERICAN CONSULAR SERVICE

North Bay, Ontario, August 3, 1925.

Thomas A. Edison, Esquire,  
Orange, New Jersey.

Sir :

One of the leading merchants in this city has expressed himself as being interested in a claim on the Montreal River that is recorded in your name under " J. B. 35 " and has requested this office to communicate with you concerning such claim.

He desires to know if you are willing to lease the claim or sell it outright and under what conditions.

This office will be pleased to transmit to him any information that you may desire to give concerning the claim or if you so desire it, you may communicate direct with Mr. J. W. Richardson, North Bay, Ontario.

Very respectfully yours,

*G. E. Seltzer*  
G. E. Seltzer  
American Vice Consul

863.

*To Miller  
Tell me about this  
E*

477  
366



*Darby Mine*

August 7, 1925.

Mr. Charles McGree,  
Sudbury,  
Ontario, Canada.

Re: Darby Mine, Coleman Township, Lot JB-33.

My dear Mr. McGree:

I suppose you have been back from England some time now, after having a wonderful time over in the "Old Country." It is certainly fine that you were sent over on such a mission and I trust that you were successful in every way, and you and Mrs. McGree had a wonderfully fine time.

The occasion of writing this letter is to make some inquiries of you relative to the mining industry around Cobalt and particularly in Coleman Township. You may recall that Mr. Edison has property there - Lot JB-33 - which was originally a Cobalt prospect. With all the increased interests and finding of gold etc., in this general region, Mr. Edison thinks possibly there might be a chance to dispose of this Darby Mine.

I have written to Mr. Tom Ervers also, relative to the matter, but wanted to get your opinion also. Mr. Edison has somewhat of an offer at the present time, but is entirely at a loss as to what value to put on the property.

Do you think there is any great demand for mining claims around in this region and would it be reasonable to consider that we should get as much now for the property as Mr. Edison paid for it back in 1906?

I suppose things in Sudbury are booming and everything in the Sudbury district is progressing finely.

With very kind regards to all your family, and also my old friends in Sudbury, I remain,

Yours very sincerely,

Ediphoned  
JFM—J

*Darby Mine*

August 7, 1925.

Smith and Travers,  
Diamond Drill Contracting Co. Ltd.,  
Box 169,  
Sudbury, Ontario, Canada.

Attention-Mr. Thomas Travers.

Dear Mr. Travers:

Re: - Darby Mine, Coleman County, Lot 32-33.

It has certainly been a very long time since I have heard from you, although I have often wondered how you are, and how things are progressing in Sudbury and neighboring regions. From all accounts the mining business around Sudbury and Cobalt is very lively. I trust that you have enjoyed excellent health all this time, and I send you my very warmest personal regards.

You will doubtless recall the Darby Mine located some short distance from Iatohford, near Cobalt. We have been wondering what conditions of the mining business around Cobalt are developing into at the present time. It would appear as though this property might be valuable, due to the finding of gold in that part of the country. I am sure that you are very familiar with all mining work in Ontario and Quebec, and therefore I am writing to you.

Would you kindly inform us as to the conditions around Cobalt and particularly the Darby Mine, and whether or not you think there would be any prospects of Mr. Edison disposing of the property, and if you will, we would appreciate also some estimates of the value which you would place on the property.

Possibly you might have some parties making inquiries of you, who would be interested in the Mine, and if so, we should be very glad to hear from you.

With very kindest regards to you, and all my old friends at Sudbury, I remain,

Yours very sincerely,

Ediphoned  
JVM-----J



ONTARIO  
DEPARTMENT OF MINES  
OFFICE OF THE MINISTER

Toronto,  
August 14th, 1925.

My dear J.V.

Re Derby Mine, Coleman Township, Lot JB-33.

It was a pleasure to hear from you once more under date of August 7th enquiring concerning above property. I recall Mr. Edison's venture in that neighbourhood in the early Cobalt days, and it was always a matter of regret to me that he did not meet with more success in our mineral fields. Cobalt has maintained its reputation as a silver producer, although not at the peak attained in the year 1911, but it is still a factor, and the last year or two has seen a recurrence of silver mining in areas which some might have regarded as worked out. I asked our mutual friend, Mr. Gibson, Deputy Minister, to give me his views as to this property, and I enclose a memorandum signed by him, which is conservative and in accordance with the facts, so far as the Department knows.

Personally, I have not any doubt that because of the recrudescence, and the possibilities of mineral, even in this section, Mr. Edison is not asked to put a price upon the claim. There are always the two old choices: A fair amount for a cash price, or a larger amount, with time, to those who are spending the money to determine a mine.

I am sending you, under separate cover, a copy of Mr. Knight's Report on the Cobalt Silver Areas, being the latest volume issued on property in this field, also copy of the Montreal Financial Times giving the latest review of the mining situation over here, which I am sure will be of great interest to you. Also Mr. Burrow's report on the Porcupine Gold Area, and the 1924 Production Report.

With best wishes,

Yours sincerely,

*W.B. Keen*  
Minister.

J.V. Miller, Esq.,

c/o Thomas A. Edison,  
Orange, N.J.

E)

# SMITH & TRAVERS COMPANY

LIMITED

EXPLORERS OF MINERAL LANDS

THOS. E. SMITH, PRESIDENT  
G. H. HITCHCOCK, VICE PRESIDENT  
WALLACE H. SMITH, SEC. TREAS.  
RAYMOND T. SMITH, MGR. SUPT.

SUDBURY, ONT.

CONTRACT DIAMOND DRILLING  
FOUNDATION TESTING  
DIRECTION OF EXPLORATORY WORK  
DETAILED GEOLOGICAL MAPS

August 15, 1925.

Mr. Thomas A. Edison,

Orange, New Jersey.

Dear Sir;

Attention of Mr. J. M. Miller.

We have your letter of August 7, to the attention of Mr. Travers. Mr. Travers has sold all of his stock in this Company but still lives here in Sudbury.

Regarding the Darby Mine, Coleman Township, we may say that there is no activity in this area. We do not know of any silver having been found there although there is a diabase dyke cutting quartzite in the vicinity of your property.

So far as we know, the property has little value at present and is apt to remain that way unless some new discoveries are made nearby.

Yours very truly,

SMITH & TRAVERS COMPANY LIMITED.

Per.

*C. H. Hitchcock*  
Vice-Pres.

CHH/MC.

*Just received*

Aug. 18 1925

Mr. Edison

Re/ Danby Mine -

As there seems to be  
practically no activity in  
this region I propose you  
sell it at total cost  
to you - as follows -

|                               |                 |
|-------------------------------|-----------------|
| Cost of mine, excavations,    |                 |
| machinery, etc.               | 15,562.47       |
| Less machinery sold - 4/24/22 | 660.95          |
|                               | <u>15001.52</u> |

|                             |                 |
|-----------------------------|-----------------|
| Plus taxes paid @ 2% p. yr. |                 |
| from 1906 - 24 yrs.         | 70.00           |
|                             | <u>15071.52</u> |

|               |             |
|---------------|-------------|
| Pay -         | \$15000     |
| 5000 pay ment | 5000        |
| 6 mos         | 5000        |
| 1 yr -        | 5000        |
|               | <u>7500</u> |

# THOMAS A. EDISON

ORANGE, N. J.

August 24, 1925.

Hon. G. E. Seltzer,  
American Vicos Counsel,  
North Bay,  
Ontario, Canada.

Dear Sir:-

Re: Darby Mine - "JB-33".

In reply to your letter of August 3, relative to the purchase of mining claim known as "JB-33", would say that Mr. Edison has considered the proposition carefully and now offers to give an option to <sup>a responsible</sup> ~~some~~ party as follows: Option to be for the term of six months on payment of ~~\$250.00~~ <sup>\$250.00</sup>, which ~~amount~~ <sup>amount</sup> would apply on the purchase price, <sup>or payable upon signing of this agreement</sup> ~~or~~.

The holder of the Option to actually work the mine during the entire six months or on ceasing operations on prospective <sup>either examine</sup> ~~work~~ to forfeit the option.

To have the right at the end of six months or at a prior date to purchase the property at the actual total cost to Mr. Edison of the property.

The cost has been up to date <sup>\$25</sup> ~~\$25,000.00~~, covering original purchase of mine, prospecting & developing work & carrying charge. The purchase price shall be paid in cash.

Privilege shall be given to remove the ore from the shaft, tunnels, etc., but not from the property except <sup>as much as</sup> ~~what is necessary to~~ make ~~satisfactory~~ <sup>adequate</sup> ~~quantity~~ of same.

The payment of the \$250.00 for the option shall be made upon signing the option agreement.

We trust that you can present this to your client or friend, and we shall have a favorable answer from you at an early date.

Yours very sincerely,

J. V. Miller.

For Thomas A. Edison.

Ediphoned  
JVM-----J

1 Aug. 26 1926

Mr. Edison -

Ref Darby Mine -  
Canada -

Here are two letters sug-  
gested -

One on option basis

" " Sale "

In thinking over the matter  
it seems to me you ought  
to receive more than 300,000  
as option price & in the  
sale price interest on your  
money invested during all these  
years should be figured -  
Original purchase price - 10,000  
Development cost 5,000  
Interest - 19 yrs - 17,000  
\$ 32,000

The prospective purchaser rebo-

19

for a lease or outright  
purchase figure - I don't  
think you want to lease  
the mine & therefore I  
have written the two letters

I would suggest that we  
first send the letter concerning the  
outright & immediate sale -  
If he accepts & pays the 150,000  
you get the actual cost without  
interest any way & later on  
the interest item -

If buyer thinks this too  
much we could send him  
the other letter, i.e. the option  
agreement -

W.H.

[ATTACHMENT]

August 25, 1926

Hon. G. E. Seltzer,  
American Vice Consul,  
North Bay,  
Ontario, Canada.

Dear Sir:

Re: Derby Mine - "VB-33".

In reply to your letter of August 2nd, relative to the purchase of mining claim known as "VB-33", would say that Mr. Edison has considered the proposition carefully and now offers to give an option to a responsible party as follows: Option to be for the term of six months on payment of \$500.00, which \$500.00 would apply on the purchase price, and payable upon signing option agreement.

The holder of the option to actually work the mine during the entire six months or on ceasing operations or prospecting work to either exercise or forfeit the option.

To have the right at the end of six months or at a prior date to purchase the property at the actual total cost to Mr. Edison of the property.

The cost has been, up to date, <sup>\$5,000</sup> \$28,000.00, covering original purchase of mine, prospecting and developing work and carrying charges. The purchase price shall be paid in cash, <sup>but not</sup> at termination of the 6 mos. option.

Privilege shall be given to remove the ore from the shaft, tunnels, etc., but not from the property except so much as is necessary to make assays of same.

We trust that you can present this to your client or friend, and we shall have a favorable answer from you at an early date.

Yours very sincerely,

J.V. Miller

For Thomas A. Edison.

JVM/os

*Letter from to Mr. Edison  
Says OK except for  
purchase price -  
make \$15000  
= actual cost  
JVM.*



[ATTACHMENT]

August 25, 1925

Hon. G. E. Seltzer,  
American Vice Counsel,  
North Bay,  
Ontario, Canada.

Dear Sir,

Re: Mining Claim "JB-33" Darby Mine.

In reply to your letter of August 5th, relative to the purchase of Mining Claim "JB-33" would say that Mr. Edison has carefully considered the matter and offers the Mine at a total figure of \$32,000.00 payable as follows:

|                                    |             |
|------------------------------------|-------------|
| Cash on signing purchase agreement | \$15,000.00 |
| 6 months thereafter                | 10,000.00   |
| 12 " " and on delivery of Deed     | 7,000.00    |
| Total                              | \$32,000.00 |

This amount represents only the actual cost to Mr. Edison of the Mine, operations and carrying charges.

Upon notice of your client accepting this offer we will draw up necessary papers and send them on to you for signing, etc.

Yours truly,

For Thomas A. Edison.

JEM/cs

*John M. Edison*  
*Says wants to give*  
*option + price of 15000*

[ATTACHMENT]

for Miller

I think we should

not charge interest

that the price should

be cost without

interest -

that we don't scare

him away

HG

✓

August 27th, 1925

Hon. G. E. Seltzer,  
American Vice Counsel,  
North Bay,  
Ontario, Canada.

Dear Sir,

Re: Darby Mine - "JB-33".

In reply to your letter of August 3rd, relative to the purchase of mining claim known as "JB-33", would say that Mr. Edison has considered the proposition carefully and now offers to give an option to a responsible party as follows - Option to be for the term of six months on payment of \$500.00, which \$500.00 would apply on the purchase price, and payable upon signing option agreement.

The holder of the Option to actually work the mine during the entire six months or on ceasing operations or prospecting work to either exercise or forfeit the option.

To have the right at the end of six months or at a prior date to purchase the property at the actual total cost to Mr. Edison of the property.

The cost has been, up to date, \$15,000.00, covering original purchase of mine, prospecting and developing work but not carrying charge. The purchase price, less \$500.00 shall be paid in cash at termination of the six months option.

Privilege shall be given to remove the ore from the shaft, tunnels, etc., but not from the property except so much as is necessary to make assays of same.

We trust that you can present this to your client or friend, and we shall have a favorable answer from you at an early date.

Yours very sincerely,

FOR THOMAS A. EDISON

JVM/os

AMERICAN CONSULAR SERVICE

North Bay, Ontario, September 2, 1925.

*File  
Darby Mine*

Thomas A. Edison, Esquire,  
Orange, New Jersey.

Sir :

I have to acknowledge the receipt of your letter of August 27, 1925, in which you mention the terms under which you will option the Darby Mine "JB-33".

A copy of your communication has this day been handed to Mr. J. W. Richardson, the local merchant at whose request this office originally addressed you, and it was suggested to him that from now on he handle the matter with you direct.

For your information it should be stated that this Vice Consulate assumes no responsibility for the financial standing of Mr. Richardson and of those who are interested in this matter with him. Credit information concerning him may be obtained on application to the local banks or to R.G.Dun & Company, of Toronto, Ontario.

Very respectfully yours,

*G.E. Seltzer*  
G.E. Seltzer  
American Vice Consul

863.

GES'FR.

BARTRAM & WADSWORTH

BARRISTERS & SOLICITORS

J. B. BARTRAM  
W. D. WADSWORTH  
CABLE ADDRESS "BARWAD"

BANK OF TORONTO BUILDING

TORONTO, ONTARIO

September 21, 1925.

John Do you know about this  
Thomas Edison, Esq.,  
Esst Orange, N.J.

Dear Sir:

You will perhaps remember that we had some correspondence with you in 1907 and 1908 relative to the Darby mine which you own in the Township of Crowland, near the town of Latchford, Northern Ontario. We represent the owners of the Legris Mine which adjoins your property to the north. You perhaps will remember that your manager, Mr. H. M. Wilson, sunk a shaft on your property to 150 feet and then drifted north from the shaft where he found that the vein which was on the surface on your property had dipped northerly into our property at that level and he asked the permission of the writer to continue the drift into the Legris property with a view of ascertaining what the vein looked like at the 150 ft. level. The writer gave your manager permission to continue the drift on condition that the owners of the Legris mine should have the right of using the drift and shaft for the purpose of carrying on any mining operations. Subsequently you ordered the property to be closed down and I enclose copy of a letter written on the 1st October, 1907 from Mr. Wilson, which perhaps will refresh your memory in regard to the matter.

So far as the writer knows both properties have continued in the same condition ever since, no work having been done on either property.

The owners of the Legris property have in mind now that it might be advisable to pump out the workings, examine the vein at the 150 ft. level and ascertain whether it would be worth while expending any further money in development. If it is ascertained that the vein is worth working it is more than likely that an offer would be made to you for your property. Under the circumstances could you please advise me:

1.- Whether the plant and machinery referred to in Mr. Wilson's letter are still on the property and in good condition.

Thomas Edison, Esq.,

September 21, 1925.

-2-

2.- If so would you permit us to use the plant in order to pump out the workings and make an inspection.

If it is decided to go ahead with some further work on the Legris property please let me know what is the lowest price you would consider for your property and plant and also what terms.

Faithfully yours,

*J. B. Banta*

JHB/DB.

All machinery sold or shipped back to Orange  
Camps are probably destroyed or of  
little value now  
Price given to last inquirer (Aug. 27, '25)  
15000 for "Clarion."

[ENCLOSURE]

COPY

Darby Mine, Letchford, Ont.

Oct. 1, 1907.

J. Robert Bartram, Esq.,  
Toronto.

Dear Sir:-

I received a most unexpected and disagreeable surprise in a letter yesterday from Mr. Edison directing me to shut down the mine. After finding the win a few weeks ago he withdrew the property from sale and instructed me to continue operations, as I wrote you at the time, and I supposed we would keep on here all winter. Having no definite object in view in further developing the mine, and not caring whether he made any money out of it or not, he evidently has come to the conclusion to drop it regardless of any future possibilities.

As you wrote me that your syndicate was to meet on 5th October I thought that probably you would like to know how matters stood, so that in case you and your syndicate are considering the purchasing of the property you could act at once before things are dismantled. While Mr. Edison has said nothing further about selling the mine, yet he will probably do so.

Your syndicate might consider either the purchase of the entire property, or the machinery alone, as he may decide to retain the property and only dispose of the plant. This plant consists of a 60 h.p. Erie boiler, new last year; a 4 drill McKiernan compressor, new last year; 3 machine drills, Jenckes hoist; several hundred feet of piping; a large amount of drill steel, tools &c., everything in good running order. Or, you might consider the purchasing of the plant and the leasing of the property for say three years. This would enable you to keep the plant installed in its present location, which is an excellent one, and would give you the use and occupation of the camp buildings, consisting of office, kitchen, sleeping camp, storehouse, power house, blacksmith shop, stable and dynamite house. The office, kitchen, sleeping camp and blacksmith shop are each supplied with stoves, and the kitchen has a good equipment of cooking utensils and table ware for 25 men. There are also some two hundred dollars worth of food supplies in stock, also two horses, wagons, sleigh, and gasoline launch. The purchase of the plant and the leasing of the property would enable you to make use of the present underground workings in the development of your property, such lease, however, conveying no right to mine ore on the Darby Mine. The location of our No. 3 shaft and the north drift will enable you to do a large amount of work on your property.

If you will consider the purchase of the entire property for \$25,000 cash, or the purchase of the plant alone for \$12,000 cash, or the purchase of the plant and a three years

[ENCLOSURE]

-2-

lease of the property (such lease not to include the mining of ore) for \$15,000 cash, I will confer with Mr. Edison at once. This is merely a suggestion for you to work on; Mr. Edison may not agree to the above figures. I would suggest, however, your making a bona fide offer that I can present to him.

If you can arrive at some decision on Saturday's meeting please telegraph me and I will arrive in Toronto on Monday, talk over the matter with you, and then I will see Mr. Edison on the following day.

I am, resp'y yours,

H. M. Wilson.



18-  
September 25, 1925.

Bartram & Wadsworth,  
Bank of Toronto Bldg.,  
Toronto, Ontario.

Re: Darby Mine - your letter of September 21.

Gentlemen:

Mr. Edison has requested me to answer your letter and inquiry relative to the Darby mine, and therefore would state that all the machinery which was used at the mine was either sold or brought back to the States several years ago. The cabins or camps are doubtless in very poor condition at this time, as no caretaker has been maintained there since Mr. Wilson moved away.

In regard to the price which Mr. Edison would put upon the property, would say that we have just within the last couple of weeks written a party offering the mine at a figure of \$15,000.00.

Mr. Edison is willing to enter into some option agreement, and if you would be interested, we should be very glad to hear from you again and we will submit some definite proposition to you.

Yours very truly,

THOMAS A. EDISON,

Per:

Ediphoned  
JVM:R

*Darby  
Mine  
#18*

*✓ 67*

November 16, 1928.

Fred'k. A. Stresen-Reuter, Inc.,  
2112 Canton Street,  
Chicago, Ill.

RE: Darby Mine J.B. 33,  
Your Letter of October 6.

Gentlemen:

We are sorry that in some way your letter of October 6, addressed to Mr. Thomas A. Edison, was attached to some other correspondence that was lost sight of.

In answer would say that Mr. Edison would be willing to sell this property and would give an option for six months on payment of \$500.00 and certain other terms. The purchase price he has named is the cost to him of the Mine itself and also the development work which he did on the property.

If you are at all interested, we would be glad to hear from you. We do not think he would be interested in leasing it, but would favor an out and out sale.

Yours truly,

J. V. Miller  
For Mr. Edison.

Ediphoned-C

Mr. Edison says  
to sell at  
original cost + 4%  
interest  
OCT 10 1928

THE COBALT-KITSON MINES LIMITED

267 rue St-Paul,

~~XXXXX~~

*Tom*

*no option will not  
with call for*

*Latchford, Ont. Cash only  
XXXXX, ... November 19th, 1928*

Mr. Thomas J. Edison,  
ORANGE, N.J.

*He develops his mine  
if funds are we will get a  
benefit, but a higher price*

Attention:- Mr. J. V. Miller

*Re - Cobalt mine*

Dear Sir:-

I have your letter of November 15th re

Darby Mine, J. B. 33, Township of Coleman.

As I own the adjoining *claim* property I think

I can handle your property but the winter being here now  
cannot do much before next spring, however I will make  
you an offer of \$10,000.00 providing you give me an option  
for twelve months with no cash payment. If this is agree-  
able to you kindly let me hear from you at your convenience.

I am now working sinking a shaft on J. S.  
50 and the company own besides 150 acres. We are down over  
300 feet so far and although we have some showings we are a  
long ways from having a mine yet.

Expecting to hear from you, I remain,

Yours very truly,  
*Madison*  
Manager.

AM/WBM.

LIBRARY OF  
THOMAS A. EDISON

NOV 22 1928

RECEIVED

November 28, 1928.

The Cobalt-Kittson Mines, Ltd.,  
287 Rue St. Paul,  
Latchford, Ont.

Re Darby Mine, J.B. 23 Coleman  
Your letter November 19th

Gentlemen:

Mr. Edison has read your proposition relative to the Darby Mine located in the Township of Coleman, and in answer says that he does not favor an option such as you propose but will sell outright for cash only.

We assume therefore that at least for the present this will close the matter, but in case you can raise the money and want to buy it we will be glad to hear from you.

Yours very truly,

JVM/ISW

J. V. Miller  
For Mr. Edison

THE COBALT-KITSON MINES LIMITED  
267 rue St-Paul,  
QUEBEC

*M*  
*File*

Latchford, Ont.,  
~~XXXXX~~ November 30th, 1928

Thos. A. Edison,  
ORANGE, N.J.

Attention: Mr. Miller.

Dear Sir:-

Replying to your letter of the  
28th instant will say that I am not interested  
at the present time to buy your property for  
cash.

Yours very truly,

Manager.

AN/WBM.

*Chas. A. Miller*

LIBRARY OF  
THOMAS A. EDISON

DEC 8 1928

RECEIVED

REPORT OF VISIT TO SUDBURY, ONT.,  
MINING DISTRICT - JULY 2 & 3, 1929  
By J. V. Miller.

Visited Sudbury and the Sudbury Mining District for the purpose of informing ourselves of the present status of the district in general and the Edison Mining Claims in particular.

Sudbury itself has grown quite considerably, with new railroad lines, new buildings, hotels, paved streets, street cars, etc. The population is now said to be between 12,000 and 15,000.

In the district there is a great amount of activity and the interest in mining is very strong. I was told it was at a higher pitch last year.

The main reason, I judge, for this interest is the unexpected and very large development of the Frood Mine. I was told, and it is mentioned in newspapers, that this is one of the large mines of the world. The "find" is due to the discovery of a large deposit of high grade copper ore below the well known and ordinary deposit of nickel copper ore. By diamond drill and shaft & drifting, millions of tons of ore have been blocked out. Was told that on an adjoining property the Mond Nickel Co. first discovered this copper ore body, then the International Nickel Co. found the same body on their property, and due to this a combination of the two companies was sought and made. The copper ore runs as high as 20% in copper. The Frood mine is about two miles north of the town of Sudbury, lying between the Murray and Stobie mines.

We visited Falconbridge Mine, where a new shaft house, smelter and camp are being erected. Said to have 5,000,000 tons of 3 - 4% ni copper ore blocked out by diamond drill. Garsden Mine is being worked extensively. You will recall that a year or more ago the United Verde Extension people asked that you give them an option on your Hlezard property as they had an option on the Mount Nickel property. Since then they have drilled several holes around the Mt. Nickel workings to no particular avail. They are now drilling about one mile north of the outcrop as a last effort. None of the holes are very deep.

Your property, of course, is still intact, but all the large timber has been cut or burned off and a small growth of birch and pine covers entire area. No farming is being done anywhere near.

At the Frood Mine there is great activity. New shaft house and mine buildings have been erected and the shaft has been sunk to more than 5,000 feet. A tremendous amount of ore has been blocked out. This deposit, as I understand it, consists

of two main bodies - 1st, the regular nickel-copper ore; 2nd, a layer of granite; 3rd, copper and nickel ore. The last item is the main body and very rich, said to be increasing in richness with depth. President Stanley of International Nickel Co. recently made a statement to the Press to the effect that the Froed ore contains \$4.00 per ton in precious metal value alone. It has been calculated that the average value of ores so far blocked out is \$25 to \$30 per ton. See newspaper clipping attached. This deposit is said to dip some 55° northward.

The old Murray Mine is a sad sight. During the war this mine was operated by the British American Nickel Co. It is said that \$35,000,000 was spent in the mine, buildings, machinery, etc. During the war successful operation was carried on, but with the drop in demand and price at the close of the war the company gradually went from bad to worse and the entire outfit was purchased by the International Nickel for \$5,000,000. All the machinery and buildings have been dismantled and sold as scrap. I was told that the International Nickel & Mond Co. practically squeezed out the British American Co.

At Copper Cliff extensive new smelters, with huge ore bins, and a 510 ft. tume stack are being erected. Also nearby a large force is clearing and leveling ground for a copper refinery. It is said that the International Nickel Co. (now including the Mond Co.) Ventures, Ltd. and the Consolidated Mining & Smelting Co. are erecting this refinery to handle their own copper and also that of outside people.

In the middle portion of the Sudbury Basin considerable work is being done in developing lead and zinc deposits - one mine being now in operation. Further exploration in this line is also being done.

Now in particular.

Through Smith & Travers, a diamond drilling Co. of 25 years standing, I met a Mr. C. H. Hitchcock, formerly geologist for the Dominion Nickel Co., I believe, and then geologist for the International Nickel Co. He has now joined the firm of Smith & Travers and is reputed to be a geologist of very high standing and an authority on the Sudbury Mining District. He is very serious minded and pretty much all business.

He, in some way, is acting for the Ventures, Ltd., a holding company formed about a year ago and organized by the Lindsay brothers, who, apparently, are very highly respected and supported by the people in Canada. Traver Lindsay is the name of one brother. They came originally from Boston. I tried to get definite information about this company, its officers, capitalization, etc., but did not succeed in the limited time I had, except that capital stock is \$10,000,000.

However, it seems that this company, Ventures, Ltd., is a holding company and is buying controlling interest in many

properties in Sudbury region, gold region, in the West of Canada, the United States and Africa. The stock of this company was put out at \$8.00 per share, and twice it has been up to \$14.00 and now is quoted at about \$9.00. They have control of the Falcon bridge Mines and the Sudbury Basin Co.

Mr. Hitchcock has been buying for them many nickel claims in the Sudbury region, giving stock and cash, and now has in Eleazar an area, surrounding your land, about two miles wide and four miles long, parallel to the contact. Mr. Hitchcock told me that they would be interested in forming some kind of an agreement with you whereby this area would be pooled with yours and a large and scientifically planned exploration program started. It is his idea to go back from the contact a mile or so and sink about 5 deep diamond drill holes distributed over the 4 miles to prove the geological formation, then select a point nearer the contact and sink a deep shaft from which drifts could be made at different levels to the contact, thereby giving much better chances of striking ore, than by one or two deep diamond drill holes. He gave a rough estimate of the cost as \$1,000,000.

Mr. Hitchcock is familiar with the geological formation and with the mine developments, dip of ore bodies, etc. He stated that at Creighton Copper Cliff and Frood the ore dipped about 60 or 65° northward, towards Garsden it dipped much nearer to the vertical.

The Frood mine is not along the contact, but on an off-shoot similar to Copper Cliff. The mine is practically two miles due south of the center of your property.

According to my understanding, it is Mr. Hitchcock's idea to explore this 2 x 4 mile area as a whole as money necessary for exploration could be more readily obtained if a large area were involved, as the cost of exploration would be more justifiable. He is very much interested in the proposition and, I judge, one of the chief promoters of the idea.

I believe very careful consideration should be given to this proposition and studied from all angles.

A deep diamond drill hole will cost a large sum of money.

One diamond drill hole would be extremely uncertain.

If known ore bodies near your property, even if along the contact, had a dip of 60°, the ore on your property would be at an enormous depth, - the center of your property being at least a mile from the contact.

Although the magnetic survey gave indications of ore over a very large area, the degree of attraction is quite uniform except in small areas. Further investigation should be made to determine whether or not this magnetic attraction is due to magnetic



(4)

iron in the rock.

A thorough investigation of the Ventures, Ltd. should be made - as to reliability, character and financial standing of those in control, assets and future prospects of the company.

It seems to me advisable to have a representative of Ventures, Ltd. come to Orange and at least get an idea of the proposition they propose.

Knowing the Ontario Minister of Mines quite well, I can obtain reliable information relative to the Ventures Co. and other pertinent matters. He was absent from Toronto the day I spent there.

Mr. Hitchcock is to mail me his report and plan of exploration.

This report is, of course, brief and rough, as my stay in Sudbury was short.

See accompanying clippings, maps, etc.

JVM/IWW  
Enc-

J. V. Miller

July 9, 1929:



ONTARIO  
DEPARTMENT OF MINES  
OFFICE OF THE MINISTER

TORONTO, Ontario,  
March 25, 1930.

*Private*

My dear J. V.--

With "Cobalt" finding such favour in the  
metallic world I was wondering whether your Edison proper-  
ty at Cobalt was in the market for lease or sale. If so,  
kindly let me have terms and particulars, as they might  
interest some people I have in mind.

Best personal wishes.

Yours very truly,

*H. B. Bea*

*I will put them in touch  
with you - if you are open  
*H. B.**

J. V. Miller, Esq.,  
Edison Laboratories,  
ORANGE, New Jersey.

LIBRARY OF  
THOMAS A. EDISON

W 100

REC-44

April 7, 1930.

Hon. Charles McCrea,  
Minister of Mines,  
Department of Mines,  
Toronto, Ont., Canada.

My dear Mr. McCrea:

I am in receipt of your letter of March 25th and am glad to hear from you and also to note that there is considerable activity again in the mining district around Cobalt. We have had three or four inquiries relative to Mr. Edison's mine, known as the "Darby Mine", in the last couple of weeks. I have also noted in "The Northern Miner" several items relative to the fact that the old cobalt and silver mines were being worked again with considerable profit.

Just how much real activity, and mining of ore, there is, is of course uncertain here, as we have not been in direct contact with the mines up there for many many years and have no one in Ontario besides your own good firm on whom we can rely.. We are also unaware whether there are actual sales going on or not, but from the number of inquiries we have had it may be that there is a chance of disposing of the Darby Mine at a reasonably good figure.

The Edison people have taken the position that they are not in the mining business and are ready to dispose of this mine, providing we obtain a reasonable price to cover the original cost of the property. Mr. Edison has been averse to entering into any optional agreement, and desires to sell the property outright. I believe that if someone would offer a reasonably good price for the claims on some terms whereby same would be partly paid on signing agreement and by a few instalments over a short period, our people would be quite willing to consider same and probably come to some definite agreement.

As I have said above, we have no representative in the mining regions and therefore are asking if you could advise us as to just what the status of affairs is in the Cobalt district; whether or not sales at a reasonable figure are being made; or whether properties are being mined under

mines only? If under lease, what is the basis of these leases? If sales are being made, what prices are the mines bringing?

We are not absolutely sure from your letter whether you wrote your letter on behalf of some clients of your firm or whether it was written purely in Mr. Edison's interests. If the latter, of course we would like to have you advise us, as requested above, and act for us in carrying on any negotiations covering sale of the property. If, however, you are acting for clients, possibly you could advise us of some good firm in Toronto who could look after our interests, although I dislike very much to transfer any business that we may have in the mining districts of Canada from your firm. I am perfectly frank with you and trust that you will understand our position.

Would be very glad to hear from you, and with kindest regards to Mrs. McGree and the family, and hoping you have had a fine winter, I remain,

Very sincerely,

J. V. Miller  
For Mr. Edison

JVM/IWM

April 21, 1930.

Mr. Ernest J. Howe,  
Elyth & Co., Inc.,  
120 Broadway,  
New York City.

Dear Sir:

The purpose of this memorandum is to record the gist of our conversation on April 5, 1930 in regard to the so-called Edison Mining property in the township of Plesard, Sudbury district, in Ontario, Canada.

It is understood that the property is in the name of Thomas A. Edison but that an inactive company called the Mining and Exploration Company of New Jersey may also have an interest in it. I have no official connection with this Company or any legal authority from either Mr. Edison or the Company to commit them in any way.

However, I will agree to use my best efforts to get the arrangement with you, outlined below, accepted by them at the earliest practical moment. This action may be deferred for some time as Mr. Edison is in Florida and the present status of the Mining and Exploration Company must be looked into.

It is understood that you will use your best efforts to procure a purchaser for the above mentioned property, and it is further understood that if you are successful in obtaining such a purchaser to whom a sale is actually consummated by Mr. Edison and/or the Mining and Exploration company within a period of two years from the date of this letter, you will be paid a commission (assuming arrangement is ratified) of five per cent of the sale price therefor. This commission shall be payable at the time or times at which payment is received by Mr. Edison and/or the Mining and Exploration Company and shall be paid in cash and/or securities in accordance with the terms of sale accepted by them.

From the above commission you will pay any compensation to which your associates may be entitled.

My role is merely that of using my best efforts to get the Mining and Exploration Company of New Jersey and Mr. Edison to accept and ratify the understanding as above outlined.

Very truly yours,

(Signed) Charles Edison.

G:Q

April 29, 1930.

Mr. Charles Edison:

Re: Mining Properties in Canada  
-----

According to the records which Mr. John Miller has shown me, the mining properties in Canada are as follows:

Darby Mine

Parcel 2770 in the register for the District of Nipissing, situate in the District of Nipissing and Province of Ontario, mining location J. B. 33, etc.

Title to this property is in Thomas A. Edison, certificate of ownership having been executed November 23, 1905 in the name of Moraes M. Wilson and transferred on the same day to Thomas A. Edison, the transfer being registered December 9, 1905.

I am told that the District of Timiskaming has been carved out of the District of Nipissing and that this property is now in the District of Timiskaming.

I am told that this property was paid for by Edison Storage Battery Company and is carried on the books of that Company as its property. Apparently, Mr. Edison is holding title to the property as trustee for Edison Storage Battery Company. As to outsiders having no notice of this relationship, Mr. Edison can convey good title to the property, but the sale of it should be controlled by Edison Storage Battery Company and the proceeds paid to Edison Storage Battery Company.

(For file papers, see vault file 2871 - 1 & 2).

Nickel Properties

Parcels 2243, 2244, 2245 and 2246, District of Sudbury, East Section, Township of Missard, District of Sudbury, and Province of Ontario.

I am told that these parcels are contiguous, and title is in the name of Mr. Edison by four certificates of ownership - No. 2243, dated June 8, 1913, and Nos. 2244, 2245 and 2246 dated June 5, 1913. These properties were acquired in connection with Mr. Edison's transactions with Mining Exploration Company of New Jersey and, apparently, at least some of the money spent in the exploration of these properties and their purchase was furnished by that company. Furthermore, the additional money spent by Mr. Edison in exploring these properties and paying taxes has been charged to that company. It would, therefore, seem that Mr. Edison is holding these properties as trustee of Mining Exploration Company of New Jersey. As to outsiders having no notice of this relationship, Mr. Edison could transfer good title to this

property, but some arrangement should be made between the Mining Exploration Company of New Jersey and Mr. Edison to settle the question of their respective rights.

Mr. John Miller has the four certificates of ownership.

Re: Mining Exploration Company of  
New Jersey

This company was incorporated May 2, 1902. The stockholders made a cash investment of \$29,000, of which Mr. Edison paid \$800. Mr. Edison also conveyed patent rights to the company.

Mr. Edison's claim against the company now amounts to \$25,737.24.

The present directors are: Thomas A. Edison, Harry F. Miller and Walter S. Mallory, with two vacancies. All three of these men would have to meet in order for the present Board to transact business.

The par value of the stock has been reduced to \$2.00 a share.

There are 2,096 shares held in trust by the Fidelity Union Trust Company.

I understand Mr. Schweb is willing to transfer his stock and his interest in the trust agreement to Mr. Edison.

Some arrangement should be made whereby Mr. Edison's rights and the company's rights are determined. Possibly the fair market value of the property is no more than what the company owes Mr. Edison, and if this is the case, the company might be justified in releasing its claim for the debt owed to Mr. Edison. If this were done, then the Company could be dissolved, and the trust agreement would be of no further effect because the subject-matter of the trust agreement, namely: the stock, would no longer exist.

HL:BB/q

Henry Lanahan,

**MINING EXPLORATION COMPANY OF NEW JERSEY  
AND RELATED RECORDS  
LETTERBOOKS**

These five letterbooks cover the period April 1902-April 1913. They contain tissue copies of outgoing correspondence, mostly written by John V. Miller as agent of MECNJ. There are also letters by Edison, Walter S. Mallory, and John F. Randolph. Most of the correspondence relates to leases, prospecting, equipment, and expenses. There are also items pertaining to company finances. The recipients include MECNJ directors Theron I. Crane, James Gaunt, James Gayley, William S. Pilling, and Charles M. Schwab. Some of the documents may be difficult to read because of faint, bleeding, and smearing ink. Many of the letters duplicate the material in the Thomas A. Edison Files and the John V. Miller Files.



**Letterbook, LM-271**

This letterbook covers the period April 1902-December 1902. It contains outgoing correspondence by John V. Miller. Among the recipients are Edison; Henry Ranger, a prospector; T. J. Ryan, a Department of Crown Lands agent; and John T. Hubbard, an attorney from Litchfield, Connecticut. Most of the letters pertain to nickel-bearing properties in Connecticut and the Sudbury district of Ontario. Included is correspondence relating to leases, deeds, and title transfers. There are also letters regarding prospecting, expenses, equipment, and supplies. A few items deal with recording machines manufactured at the West Orange laboratory.

**Letterbook, LM-272**

This letterbook covers the periods May 1902-June 1904, May 1905, and December 1910. It contains some outgoing correspondence by Edison, but most of the letters are by Walter S. Mallory, John V. Miller, and John F. Randolph. The letters deal with the capitalization of MECNU and with mining leases in the Sudbury district of Ontario. Included is correspondence pertaining to Edison's agreements with MECNU and the Edison Storage Battery Co. Several items relate to the diamond-drilling outfit. One letter concerns estimates of U.S. Steel Corp.'s requirements for nickel.

**Letterbook, LM-273 [not selected]**

This letterbook covers the period March-May 1903. It contains six letters by John V. Miller dealing with rental payments on mining properties. One document concerns expenditures made on behalf of the Edison Storage Battery Co.

**Letterbook, LM-274**

This letterbook covers the period March 1903-February 1904. It contains outgoing correspondence by John V. Miller. The letters pertain to prospecting and equipment, as well as mining leases and expenses in the Sudbury district of Ontario. Included are numerous field reports to Edison. Several items relate to the use of a pump from the New Jersey and Pennsylvania Concentrating Works. One letter discusses the need for Robert Rafn, a laboratory employee, to translate portions of a mining textbook by P. Ulrich entitled *Lehrbuch der Markscheldekunde*.

**Letterbook, LM-275**

This letterbook covers the period February 1904-April 1913. It contains the outgoing correspondence of John V. Miller. Included are letters dealing with leases and tax payments in the Sudbury district of Ontario. Some of the correspondence relates to prospecting activities and the cessation of diamond-drilling operations. A few items concern the shipment of a phonograph and recordings to the mining camp in Blezard township, Ontario.

**Mining Exploration Company of New Jersey and Related Records  
Letterbook, LM-271**

This letterbook covers the period April 1902-December 1902. It contains outgoing correspondence by John V. Miller. Among the recipients are Edison; Henry Ranger, a prospector; T. J. Ryan, a Department of Crown Lands agent; and John T. Hubbard, an attorney from Litchfield, Connecticut. Most of the letters pertain to nickel-bearing properties in Connecticut and the Sudbury district of Ontario. Included is correspondence relating to leases, deeds, and title transfers. There are also letters regarding prospecting, expenses, equipment, and supplies. A few items deal with recording machines manufactured at the West Orange laboratory. The selected items are primarily letters to John F. Ott concerning technical instruments.

The book contains 500 numbered pages and an index; it has been used to page 391. Less than 5 percent of the book has been selected.

Apr. 11. 52

John Cut,  
Sand Orange, N. J.

Dear John -

Upon considering the workings of our re-  
winding machines I could think of only one small  
change which would probably be a considerable  
advantage. I believe the small screw or locking  
which holds the winding roller in position will  
be quite bothersome if we have to change rollers  
every night. So you had better put in a stop pin  
extending from the lid, which will keep the roller  
in position when the lid is closed. When open-  
ing we need only pull the roller off the spindle and  
put on a fresh one. The small screw locking  
will be hard to get off & then liable to be lost.  
With this change I think our machine will be  
it.

Hoping you can get them out in good time.  
Yours  
H. H. Johnson

ough sketch of my plan is this -



Bentley, Conn. Jan. 18, 82.  
 Wm. L. Linn

My John W. Linn Esq.  
 Commissioner of Customs,  
 Boston, Mass.

Dear Sir:

Mr. Linn is constantly sending a party of men to Canada this season in to carry on inspecting work, exactly as last year. It will be necessary accordingly, to carry into Canada a great quantity of food supplies. Having charge of the party I wish to inform of your interest to the custom duties.

The apparatus will consist of the following:

- 1. For men - 100 lbs. of food -
- 2. Compress
- 3. Special recording machine, as mentioned in the letter of 10th September 1881.
- 4. Special bag as mentioned above.
- 5. Canvas work bag.
- 6. Compress and related articles to.
- 7. Specially selected paper & cloth books.

that their introduction into a national exhibition will be  
 secured by us for their benefit previous to our  
 going to the East long distance and all will  
 be brought back to the States upon the comple-  
 tion of the work which will last from July  
 to the November.

I desire to know, if, under the circumstances, there  
 is some special arrangement whereby the above  
 mentioned articles or the like are except from  
 duty. If you will kindly advise me in regard  
 to this matter, I shall be greatly obliged. We  
 shall probably visit Canada in Montreal & Toronto.

Hoping to have our reply and favorable reply. I  
 remain

Yours truly

John C. Miller

Please return

to me

the price

of the

[MAY 7, 1902]

55

Mr. John C. D.

Division of Geology

Dear Sir:

The enclosing description, compass etc. is  
sent but the compass with the extension point  
is I return - as it is absolutely useless at present.  
In the first place, the one made is put in a  
slit pin in the hinge which effects the compass  
needle very much more than the hinges work too  
freely. I think a half extension & half folding  
pointer which would slide into a permanent case  
in the back of the compass would be much better.  
It could open an inch in length if necessary.  
Then again the pointer is not exactly in line  
across the center of the compass, I think. Of course  
this is extremely important as well as not having  
any magnetism about it to affect the needle.  
I cannot understand how you could have sent  
it out as it was. Very yours

Then you did not send the extra glasses  
for the small hand compass I asked you  
for. I am in want of these and wish  
you would send them along.

Now by comparing the actual work of two  
instruments for reworking furnished with the  
crank & ratchet wheel, we find the crank  
the more convenient and therefore wish you  
to make cranks for all the machines & send  
them on to me as soon as possible. Put a band  
in the arm bringing the crank down as close  
to the machine as possible.

I believe this is all. Hope you will get the  
compass all right this time. Make it simple &  
 neat.

Yours truly  
J. V. Muller



[CA. MAY 21, 1902]

99

Mr. John Ott.  
Edison Laboratory  
Orange, N.J.

Dear Sir:—

I have sent you by Express today one box containing six recording machines, reels & compass for repairs.

The two machines arrived O.K. and are working quite satisfactorily. If possible I should like to have glass in the lid over the spring for wiring, as there is chance now of the legs running out and the man not notice it. Also have the hole for the continuous counter cut for three figures instead of two.

The reels have broken very easily and it will be necessary to have the tubing cramped over the sides or in some way made much stronger.

The compass with the telescope pointer is by

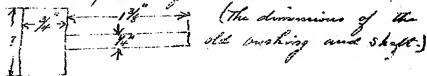
for the better of the two and I wish you would  
 make up enough of these for the Concord  
 P. the attachment on all the large compasses  
 I have there as the Lub. and send them on.  
 Then make the attachments for eighteen com-  
 passes in all.

One or two small changes are necessary with these  
 pointers. In the <sup>first</sup> end of the tube, under the  
 compass should be closed so that the other tubes  
 do not shore through.

(2) The different lengths should be well sprung together  
 as in the present compass they are working so loosely  
 that dipping the compass slightly the pointer slides  
 out.

(3) The upright piece on the end of the slide should  
 be secured on, or in some way <sup>more</sup> firmly fastened  
 as the one on the present compass is quite loose,  
 being jammed by striking it.

It will be necessary to have a new bushing made for the reeling up machine, as the one we have now was made for the old reels. The new ones you know have a smaller tube. If you make the bushing with the shaft or pin I can put it on our machine in place of the one we have.



Upon leaving or rather arriving in Orange after the completion of the work here, about the end of June the apparatus will need overhauling and as we shall be in Orange only a few days you had better plan things as Thosicha or some good man will be free to put any thing in first class condition for Canada.

Yours very truly,  
J. H. Miller.

West Morris, N.J.  
June 12, 1900

Mr. John C. C.  
Orange, N.J.  
Dear John:

Your note of the 11th at hand.  
I hardly think it is necessary to send the big  
records up here if they are in good shape.  
You must be sure of the crank bearing. Don't  
use any sharp edges on them.

One of the cross pieces you sent up last was not  
at quite true. Be sure that the wheel is located  
exactly in line with the post.

Don't forget about the dip needles in the frame  
in four rows. Be sure to be put in first  
best shape.

Yours truly,  
R. S. Miller.

Edison Camp - 2nd

Sunday, Oct. July 19, '02

Mr. John Cott.

Edison Laboratory.

Orange, N. J.

Dear John.

Your new patent right for the hand compass does not seem to be very satisfactory, as the new one is nearly as good as the old telescope sight or pointer. Many of the men have complained that they are not sure of the pointer as it bends easily, breaks down by use & the end screw comes out of the holder. I think you would make immediately telescopic pointer for all the instruments you put the folding pointer on and  $\frac{1}{2}$  doz. extra. Make the screw holder, length  $\frac{1}{2}$  doz. on, the same as the folding one so we need only replace one by the other here in camp.

If possible I will send you one for sample but am afraid it will be late in getting through the Customs.

Kindly make them at once & send by express to  
Sundbury.

Yours truly,  
J. D. Miller

✓  
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Camp Edison -

Suckbury Aug. 12-'02

Mr. John A. C.,  
Orange, N. J.  
Dear Sir,

As it is necessary for me to write your text carefully - This time I would like you to submit me duplicate scores for each of the 100 days, which I am, of each. I can not see whether you will this without having a machine, but if you shall have the following I will see you come. It is very hard to get such things here where-fore I write you.

Yours truly,  
J. A. C.

1 day. 100 days for the 100 days.

1 day. 100 days for the 100 days.

I received your note in regard to the tele-  
scope sight this evening but as yet have not  
received the articles. Might investigate at that  
end.

Hoping every thing is booming there, I remain  
Yours sincerely,  
J. A. C.

**Mining Exploration Company of New Jersey and Related Records  
Letterbook, LM-272**

This letterbook covers the periods May 1902-June 1904, May 1905, and December 1910. It contains some outgoing correspondence by Edison, but most of the letters are by Walter S. Mallory, John V. Miller, and John F. Randolph. The letters deal with the capitalization of MECNJ and with mining leases in the Sudbury district of Ontario. Included is correspondence pertaining to Edison's agreements with MECNJ and the Edison Storage Battery Co. Several items relate to the diamond-drilling outfit. One letter concerns estimates of U.S. Steel Corp.'s requirements for nickel.

The label on the front cover contains the following notation: "Mining Exploration Company of New Jersey From May 3rd 1902 To Dec. 16, 1910." The book contains 995 numbered pages and an index; it has been used to page 246. Approximately 10 percent of the book has been selected. A few unselected items concern attempts to find an American substitute for the magnetometer produced by Thalén & Tiberg of Sweden.

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Sept. 20, 1902.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

You can raise the salary of the two men to the amount you state. I will have magnetic assays made of all your samples.

You can make the same offer to the party that I made last year as to bonus, it to be paid when mine or mines are prospected by boring and are found workable. Before you survey farm free make some written option to pay.

Yours truly,



✓

Dec. 20, 1902.

Mr. Charles McCrean,  
Sudbury, Ont.

Dear Mr. McCrean:-

We have been informed by the Department in Toronto that the surface rights in a few of the lots in the Township of Blezard which we applied for during the past summer are held by certain other parties. The Dep't also states that before we can obtain the Mineral rights it is necessary for Mr. Edison to make some agreement with these parties relative to damages etc.

Mr. Edison desires to make such an agreement immediately and believing that it would be best to have a man in Sudbury do this for us I suggested you as agent. Mr. Edison gladly agreed and if you will undertake the work we shall be greatly obliged.

The proposition is this-- We wish to have an agreement drawn up with the owners of the lots whereby Mr. Edison shall have the right to enter upon the lots for the purpose of prospecting and mining; to carry on mining operations anywhere on the lot; to have a perpetual right of way to any place where mining operations should be carried on; to be able to purchase land necessary for the erection of mining buildings and to carry on the mining work, Mr. Edison in return for such rights to pay the owner of the surface rights \$20.00 cash immediately for the privilege of prospecting,

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mining, etc.; and for every acre of land used for buildings, mines roads, etc. to pay \$5.00 or the market value of the land at the time of sale per acre.

These are the maximum prices Mr. Edison would agree to at the present time and under the present circumstances. Of course he wishes you to make as good a proposition for him as possible.

Following is a list of the properties with the owners of same, given me by the Dep't----

Lot 7 Com. IN 1/2 of the N 1/2 Owned by Joseph Malbour.

|     |     |         |         |                   |
|-----|-----|---------|---------|-------------------|
| " 8 | " 2 | S 3/4   | " "     | William Charette. |
| " 9 | " 2 | S 1/2   | N 1/2 " | Rev. T. Lussier.  |
|     |     | W 1/2 " | "       | M. Brunet.        |

I enclose copies of the letters from the Dep't in regard to these applications.

If you will undertake the work kindly do so at once, informing me of your progress. Of course Mr. Edison will agree to any reasonable recompense for your work.

Hoping that I shall hear from you and wishing you and all a very merry Christmas, I remain,

Yours sincerely,

*J. M. Mason*

1/21/03

Messrs. Demorest & Sylvester,  
Sudbury, Ont.

Gentlemen:

Mr. Edison wishes to try in connection with our survey work, one of the Swedish Tiberger & Thalen magnetometers similar to the one you have. I have been trying to obtain one in New York but have been unable not only to get the instrument but to get any information relative to the makers, etc. Accordingly, I am writing you to ask if you would give me a little information in addition to that you so kindly gave me last summer. I would like to know the address of the maker and the price of the instrument complete, also what description is necessary in ordering an instrument similar to yours. If you would give me this information I should be greatly obliged.

I trust you <sup>are</sup> having a fine winter and that Sudbury is very gay  
With kind regards to all, I remain,

Yours sincerely,

*W. L. G.*

Feb. 4, 1903.

John V. Miller, Esq.,  
Sudbury, Ont.,  
Canada.

Dear Sir:

You need not take the government drill, as I went over to see Mr. Gayley of the Steel Trust who is one of our stockholders and he will let us have two drills with experts any time we want them, only charging us for diamonds and men's time. He will do anything we want; has eight drills not in use.

Regarding the Blezard disputed land, would pay up to six hundred (\$600.00) dollars if an option was given to buy; option to extend until November next, paying \$50 down for option, then if we found with drill that there was value we could avail ourselves of option and pay the \$600.00.

Yours truly,

2/14/03.

Mr. Frank Denton,  
20 King St., E.,  
Toronto, Ontario.

Dear Sir:

Upon my return to Orange, Mr. Edison informed me that during my absence he had made arrangements with certain parties in New York whereby we shall have the use of two drills in the Sudbury District when we are ready to work them. A letter to this effect was written me but failed to reach me in Sudbury and was returned here.

Mr. Edison would like you to find out from the Department of Mines or Customs whether we can take these drills into Ontario in bond for say a year. If <sup>we</sup> have to pay duty on them the expense will be quite an amount. If we do not have to pay any duty then we shall take these drills instead of the Government drill. Kindly find out concerning the custom duty and bond and inform me at the earliest opportunity.

Your letter of the 12th was received this morning and I have telegraphed you as follows:

"Obtain licensees' consent for lot 10, Concession 3, MacLennan."

In reference to these lots in MacLennan, I would say that our letters from the Department relative to them made no reference to former applications and as Mr. Ryan led me to think that it is only timber licensees' consent that is required, I ask you only to obtain

To Mr. Frank Denton.

Page 2.

2/14/03

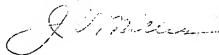
this consent. I am sorry to hear that there are other complications.

The finds in these <sup>lots</sup> are not very important or large and Mr. Edison does not care to go to much expense in getting them, however, he would like you to look up the matter and inform me as to the standing of each lot in the Department. If we can obtain them without much expense or trouble, of course we should like to have them.

In regard to lot 10, Concession 3, I do not include this in list of lots I gave you as the Department told us that there was a prior application for the entire lot by Tough. Of course, if there is any chance of obtaining a portion of this lot according to our application, we should like to get this, it.

Trusting that you will attend to these matters at the earliest possible time and inform me accordingly, I remain,

Yours sincerely,



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Thomas A. Edison, Esq.,

Edison Laboratory,

Orange, N.J.

2/17/03/WSH/f.

Dear Sir:--

We beg herewith to hand you a statement taken from our Trial Balance of February first, 1903, showing expenditures for the season of 1902.

In the Sudbury district of Canada, we applied for 3280 acres of Nickel lands, and have leases or have notices that leases will be granted us on 1260 acres. Applications have not been settled on 1540 acres; applications contested on 160 acres and we have given up 320 acres.

In Connecticut we have purchased 23-2/3 acres of land about the so-called Johnson Mine, in the town of Litchfield, County of Litchfield, Conn.

For the season of 1903, it is our intention to continue the explorations and put in the field as soon as conditions permit, about twenty men, also to start diamond drilling to develop some of the property already leased.

We will call an assessment in the late Spring for the balance of your subscription, which will amount to \$400.

If you have any suggestions to offer, we will be glad to hear from you.

Yours very truly,

(Enc.)

V.P.

100  
March 3rd, 1903.

Mr. L. F. Benton, Jr.,  
127 Margaret St.,  
Plattsburg, N.Y.

Dear Sir:

Your letter of February 20th was received and would have been answered had I not been out on a survey.

In regard to the work in Sudbury, I would say that it is quite hard in many respects. We live in rather a rough way, camping out in tents and moving frequently whereby we cannot have many conveniences. The work carries us through all kinds of country, swamps, windfalls, over rocks, etc. The technical side of it is not very much as it consists only in noting on an instrument or in note books the deflection of a magnetic needle from a horizontal position. The readings are taken every few feet across the country and a man is expected to follow a straight line through all kinds of country by means of a small hand compass. The hours are long. However, in spite of this the work is interesting and it gives a man quite an experience and he can derive considerable pleasure out of it. The rate of pay is \$2.00 per day and expenses, that is traveling and board. We allow a man \$25.00 as an advance on his wages for the purchase of clothing. This requires a written request to me. By the experience of the men, we have found the following list of things to be most satisfactory.

Hat. Soft felt and one corduroy to wall over ears.



3/3/03

Page #2.

To MR. L.F. Benton, Jr.,

Coat. Hunting, either corduroy or canvas.

Shirt. Flannel.

Belt. 1" Leather with brass buckle.

Pants. Corduroy or canvas buttoned or laced from knee down so that they  
fit legs closely.

Boots. High top, leather.

Socks. Heavy woolen.

Underwear. Heavy and light weight.

Sweater.

Mittens. or Woolen Gloves.

A good many of the men have procured most of these from Sportmen's Supplies Stores but they have also procured clothing to take place of these in Sudbury. You can use your own judgment in this matter.

I think this covers all the questions you wish answered and I trust you will be able to be with us. I enclose a form of agreement which we would like the men to sign.

Of course, this is more or less uncertain as to the sending of the party to Canada depends upon circumstances and will not be decided until sometime yet.

Yours truly,

*J. V. Mearns*

4/6/03/WSH/A.

James Gaunt, Esq.,  
368 Canal Street,  
New York City.

My dear Sir:--

Replying to yours of the 26th ultimo, we beg to state that it was our intention this year to use the money which we will get from further assessments in diamond drilling, but after Mr. Edison discussed the matter with Mr. James Gayley, First Vice President of the United States Steel Co., it was decided, owing to advice given by Mr. Gayley, to proceed with the explorations at the same time the diamond drill work is being done, for the reason that other parties are getting in and making surveys under the same methods as we are using.

Mr. Gayley stated that the demand for nickel steel rails was growing very rapidly and the requirements of the United States Steel Corporation this year would be over 3,000 tons of nickel, and he knew of no metal that offered such possibilities in the future as nickel steel.

We have two of our men in Canada at the present time re-surveying some of the property, and as soon as this work is completed, the diamond drills will be put at work, we having arranged with the United States Steel Company for their use.

Saturday, we learned that we have property lying directly

129

J. G. #2.

in line with what is now conceded to be the largest nickel deposit  
yet discovered in Canada, and we expect, before the season is over,  
to develop quite a portion of our property.

Yours very truly,

-129- 92-

V.P.

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May 12th, 1903.

Mr. James Gayley,  
Empire Building,  
New York City.

Dear Sir:--

Mr. Edison requests that we advise you that we are now ready for the Diamond drill outfit on the Nickel lands in Canada, and he requests that you will ship the necessary outfit to the Mining Exploration Company of New Jersey, Sudbury, Canada, and have your men report to our Mr. John V. Miller upon their arrival there.

Mr. Miller says the car containing the outfit can be sealed on the border and examined in Sudbury, he having arranged with the Collector at Sudbury to make the necessary examination.

We understand from Mr. Edison that you are to send a prospecting drill outfit capable of putting down holes 200 to 300 feet, and that we are to pay the wages of your men and expenses of drilling, no charge being made for the use of the drilling outfit.

Mr. Edison asked me to state that first test hole put down shows nickel ore; we do not know how rich yet, as we are waiting for results of assays.

Yours very truly,

*H. S. Mallory* V.P.

WSM/L

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5/26/05/WSM/L

Mr. John V. Miller,  
Sudbury,  
Ontario, Canada.

Dear Sir:--

I beg herewith to enclose a carbon copy of letter to Mr. Cole, which explains itself.

Please keep us fully advised as to the progress of drilling also you should send us a statement from month to month, giving us some idea of the expense of drilling per foot, so we will not over-run the amount of money we have to spend.

Yours very truly,

*H. S. Hallory* V.P.

EncL.

5/25/02/WSM/L

Mr. Thomas F. Coie,  
Duluth,

Minn.

Dear Sir:--

We have just telegraphed you: "Forward Diamond drill outfit including outfit for sinking standpipe to us Sudbury, Canada; have men report John V. Miller on arrival", which now beg to confirm.

We now confirm your understanding that we are to pay the sum of Ten dollars per month rental for the diamond drill outfit, and all extraordinary repairs, loss of drill rods, wear of same and all supplies together with the expenses in connection with the work. We trust that you will arrange for immediate shipment, as we are anxious to have the work go ahead as rapidly as possible. Have your people report to John V. Miller, Sudbury, Canada on their arrival and he will give them full instructions.

Yours very truly,

V.P.

11/9/03/1034/L

Mr. C. M. Schwab,

71 Broadway,

New York.

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Dear Sir:--

We beg herewith to enclose a copy of a letter from Mr. Edison, having blue-prints attached, which explains itself, also copy of resolutions adopted at Director's meeting, October 27th, 1903, copy of trial balance of October 1st, 1903, (reports on October work not yet received from Canada) and statement showing condition of the work, property acquired and probable expenditures per month from this date.

Will you please notify us on or before December 9th, 1903, whether you wish to avail yourself of the privilege of subscribing, in full or part, for the stock under the terms as set forth in the copy of the resolution enclosed. Under the terms of the original agreement, you have the right to subscribe for 50 shares on this call amounting to \$5,000.00.

We have arranged with Mr. Edison to accept and pay for all stock under this call which is not accepted and paid for by the subscribers, first giving the subscribers who do pay for their stock the chance to prorate with him.

Yours very truly,

Enclosures.

V.P.

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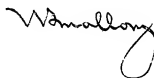
12/3/03/WEM/L

Dear Mr. Gaunt:--

I am in receipt of yours of the 1st inst. replying to our letter of November 9th, and note that you do not care to avail yourself of the privilege of subscribing for the additional stock, as set forth in our letter of the above date, also that you offer your resignation as a member of the Board of the Mining Exploration Company. I will bring this matter before the next Director's meeting and advise you as to the outcome.

Mr. Edison says, that if you care to dispose of the Mining Exploration Company's stock which you now hold, consisting of 12 shares, that he will be glad to buy it at par and accrued interest at 5%, in case you desire to sell.

Yours very truly,



James Gaunt, Esq.,

New York City.



4/11/04/824/C

Mr. Samuel A. Benner, President,  
43 Exchange Place,

Dear Sir:--

Replying again to your letter of the 2nd inst., relative to request made by Mr. A. P. Turner regarding a piece of ground which has been leased to Mr. Edison by the Canadian Government and on which Mr. Turner desires to build a power house, etc. to state, Mr. Edison says that he is prepared to accommodate Mr. Turner and he has asked us to write to Mr. John A. Miller, Secretary, Ontario, instructions as to how to get started up with Mr. Turner and make what ever arrangements may be necessary.

Understanding that the property referred to is known as the S. A. Co. of the 2nd lot on the lot. On or under ownership and containing about 60 acres. Also understood Mr. Turner will pay for the use of this lot, the patent remaining in Mr. Edison's name and that Mr. Turner is to assume whatever expenses may be necessary in taking out the patent.

I also note that Mr. Turner would like Mr. Edison to give him a deed to the surface rights, being made a part of the transaction, that our representative comes on the lot at any time to mine and prospect and that Mr. Turner will surrender whatever land is necessary for the carrying on of mining operations.

S. A. B. #2.

If Mr. Turner therefore, will get into communication with  
Mr. Miller, the matter can be fixed up at once.

Yours very truly,

Mr. Miller, is obliged to  
leave before writing the above  
letter dictated by him.

V.F.

[LETTER SENT TO MINING EXPLORATION  
COMPANY OF NEW JERSEY STOCKHOLDERS]

Dec. 16, 1910.

Mr. Thomas A. Edison,  
Orange, New Jersey

Dear Sir:-

The Board of Directors of the Mining Exploration Company of New Jersey, a corporation of New Jersey, on this 15th day of December, 1910, do hereby resolve and declare that it is advisable that the capital stock of this corporation be reduced from two hundred and fifty thousand dollars to five thousand dollars by reducing the par value of each of the twenty five hundred shares of said capital stock from one hundred dollars to two dollars. And they hereby call a meeting of the stockholders to be held at the Company's office, Edison Laboratory, corner of Lakeside Avenue and Valley Road, West Orange, New Jersey, on Wednesday, December 28th, 1910, at 11 o'clock A. M., to take action upon the above resolution.

Yours very truly,

*H. J. Miller*  
Secretary.

**Mining Exploration Company of New Jersey and Related Records**  
**Letterbook, LM-274**

This letterbook covers the period March 1903-February 1904. It contains outgoing correspondence by John V. Miller. The letters pertain to prospecting and equipment, as well as mining leases and expenses in the Sudbury district of Ontario. Included are numerous field reports to Edison. Several items relate to the use of a pump from the New Jersey and Pennsylvania Concentrating Works. One letter discusses the need for Robert Rafn, a laboratory employee, to translate portions of a mining textbook by P. Ulrich entitled *Lehrbuch der Markscheidkunde*.

The spine is stamped "Letterbook." It is labeled "1903 Mch 12" and "1904 Feb. 7." The book contains 496 numbered pages and an index. Less than 10 percent of the documents have been selected.

March 21, 1903.

Mr. J. F. Randolph,

Edison Laboratory,

Orange, N. J.

Dear Sir:-

I would like to obtain as soon as possible a copy of a German book on magnetic surveying the name and author of which are as follows:-

Handbuch der Magnetik- und

Von P. Ulrich, Professor of Geodasy,

Freiburg, Baden, Germany.

I am not quite sure of the word Geodasy but the word as it was written for me looks like that.

Will you kindly send an order to Van Nostrand or have some one go in there and get this book or if they have not got it in stock to order it and have it sent over to you at once. Upon receiving it will you give it to Rafn and ask him to translate the portions that relate to magnetic surveying for minerals by dip needles Thalberg's Compass and so forth. I shall be greatly obliged to you if you will push this through. Send me then the original and the translation.

Yours sincerely,

*W. M. Miller*

May 14, 1903.

Mr. T. A. Edison,  
Orange, N. J.

Dear Sir:-

As the college year at New Haven is drawing to a close and the men whom I have corresponded with in regard to the work here this summer and fall are becoming anxious, I write to ask you what are your intentions relative to sending another party here this year. We have not as yet made any sure find and the practicability of this method of prospecting for nickel is still somewhat doubtful, especially as far as the smaller finds are concerned. Thinking that perhaps the results so far obtained in Blezard have lead you to a decision in regard to another party, I bring this question before you.

I think that the matter can hardly be decided at the present time as the value of all the properties along the north side of the main belt of fluorite running through the townships of Blezard, Snider, etc. can only be determined by the diamond drill. The value of the other finds can be determined, only after considerable stripping and development work. Under these circumstances it will be some time before we can be sure of the find in Blezard and those in the other townships.

I think therefore, unless you have come to a decision already, that I had better write the men telling them the condition of affairs and that, for a month or so the matter will have to stand. I believe we can get a crowd later in the summer without much trouble. Kindly advise me relative to this matter at your earliest opportunity.

Yours sincerely,

*T. A. Edison*

## REPORT OF MINING WORK IN THE SUDBURY DISTRICT, ONT. NOV-16, 1903.

Mr. T. A. Edison,  
Orange, N. J.

Dear Sir:-

Enclosed is the statement of cost of drilling hole #4, Lot 8, Cox. II of Blezard, also the colored slips showing the character of the rock as shown by the drill cores for all the holes so far. As stated in my former letter the dark green indicates morite, the light green-morite mixed with considerable quartz and feldspar, the blue-schist, and the red-shows granite. The surface covering of clay and mud is left uncolored.

At a depth of 500' 6" drilling in hole #4 was stopped and the drill was moved back to hole #3. The rock was morite at the bottom and the last few feet of the core showed scarcely any mineralization. The cost of drilling this hole is a little more than that of hole #3, due to the increase in cost of the firewood and the poorer quality of same. All the dry wood within easy reach of the drill has been used and we have been compelled to use green wood which has burned rapidly and given little heat. On this account there has been considerable delay as the drill had to wait for sufficient steam. When we got better wood and the drill was running practically all the time the rock seemed to be harder and we could not make more than six or eight feet a shift. On this account the costs of fuel, labor, and board are increased.

I have figured on coal but the price delivered at the drill would be about \$8.00 per ton, which would save a small amount perhaps. How

(2)

ever the smallest carload we could get is 20 tons, but before we could use this the ground will doubtless be frozen, and then we can get first class wood. Therefore at present the fuel is expensive but I think that in a couple of weeks we can reduce this item.

The upper part of hole #4 was slightly more mineralized than the other holes and accordingly it is possible that if we went further east and south from hole #4, along the belt of highest attraction or "deep yellow" we might yet strike ore close to the surface. Would you be willing to sink two more holes, say 200' deep, about on Line 35, Reading 2I south of the base line, and on line 3I, reading 40 south of the base line? These places are in a line parallel to Section #1, or that of holes 1, 2, and 3 and about 200' east of this line. The former is just outside of the deep yellow while the latter is 100' southward from the deep yellow. To my mind however the chances of striking ore within this distance of the surface is slight but still it may be worth trying.

Upon the completion of drilling hole #5, providing we do not strike ore, and that you do not want to sink any more holes here as suggested above, will it be satisfactory to you to have the drill moved to the little showing where we found ore, within the same area of attraction in which the drill is now working? A couple of short holes I think would be sufficient to prove whether or not there is any ore below the bottom of our pits.

The drill of the Rat Portage Diamond Drill Co., for Graham is being shipped and work on the finds in this township should begin the first of next week.



(3)

I am in receipt of a letter from Mr. Mallory of the 10th. relative to the options on lots 8 and 9, Con. II of MacLennan, in which he states that the information I sent regarding the value of the lots is insufficient. I believe I have given you all the information I can relating to these, in my report of last summer, dated July 30, '02, maps, and in my letter to Mr. Mallory of the 6th. inst. The maps will show you the character of the attractions we found, and as they are either on or very close to the contact or outer edge of the nickel bearing eruptive or norite (where all the present mines of value are located) as stated in my letter to Mr. Mallory, I thought the lots worth holding.

This contact of the norite has been traced by one of the Provincial geologists and follows closely the boundary line between lots 8 and 9 Con. II. Accordingly surveys #III, #IV, and #VII, in lot 8, are practically on the contact, especially the first two mentioned. The contact is between the nickel bearing eruptive, norite, which is to the west, and a mixture of fine grained diorite, quartzite and granite, to the east. The rock is well exposed immediately about the areas of attraction and shows no surface indications of ore but towards the west this area is bounded by low or swampy ground and some shallow drill holes here might show ore.

Following is a description of the ground about each attraction, taken from my report of last summer.

## Survey #II

MacLennan lots 8, Con. II.

Lines 23-25 Rd. 124.

This is located on the eastern side of a large and high ridge

(4)

where the rock is little exposed. The rock is probably a mixture of fine grained diorite and granite but near the northeast end of the base line there is a small outcrop of quartzite. The locality is about half a mile east of the main contact of norite and country rock. Zero stake is at the summit of the ridge while the NE end of the base line is about half way down the hillside.

As this is some distance from the contact and there is no showing of norite in the immediate vicinity I hardly think this find is of much value.

Survey #III.MacLennan Lot 8, Cor. II.Line 28, Rd. 18.

This find is located at the foot and side of the same ridge as #II but on the western slope. The rock is exposed in several places and consists of the mixture of diorite and granite. The side of the ridge is quite steep and about 150' in height. The base line is parallel to the foot of the slope and close to it. This find as far as I can judge is practically on the contact of the norite and the country rock. The norite does not show but it is probably covered by the swamp and low ground beginning at the foot of the ridge.

Water is very handy here and wood could be gotten without much trouble and so diamond drilling would be comparatively inexpensive. A couple of holes west of the attraction and in the swamp might prove up an ore body.

Survey #IV.MacLennan Lot 8 Cor. II.Lines 30-34, Rd. 72.

This is located on the summit and near the middle of the ridge on which the two foregoing finds are located. The rock is very little

(5)

exposed and no sample could be obtained in places of attraction. The surface is fairly level. The rock is probably the mixture of diorite and granite, the same as in the other finds. The locality is away from the norite contact about one quarter of a mile and on this account the value of the place is quite doubtful.

Survey #V.MacLennan Lot 8, Con. II.Line 39, Rd. 22.

This is located at the western foot of the same ridge as that on which the three foregoing finds are located. A high cliff of rock limited the survey to the north east. The area surveyed was covered with rock which had evidently broken off from the cliff. Samples were taken of these broken pieces which show the rock to be a fine grained diorite with some granite of a pinkish color. The western side of the area surveyed consists of swampy and low ground and it is probably here that the norite is located, as the place is about on the line of the norite contact. Water is also handy here and diamond drilling could be easily carried on.

Survey #VI.MacLennan Lot 8, Con. II.Lines 37-39, Rd. 53.

This is located on the summit of the same ridge as the foregoing finds in a north west direction from Surveys II and IV. It is near the north west termination of the ridge, which slopes quite abruptly some 300' to low and marshy ground, through which flows Massey Creek, a stream of moderate size. The surface is fairly level as far NW as line 43 which is at the brow of the hill. There is a small rise of some 40' running about east and west about 100' SW of zero stake.

(6)

No sample could be obtained in the vicinity of the attraction but 100' NW of stake #43 a sample was taken of the rock there exposed. From this it is probable that the rock covered by the survey is the same as that about the other attractions on this ridge.

The attractions above mentioned, excepting #III, seem to be more or less connected in one belt, having a north westerly direction.

Survey #VII.

MacLennan Lot 8, Con. II.

Lines 51-55, Rd. 7.

This is located along the western boundary of the lot and extends into Lot 9. It is along the southern and south eastern brow of a high bluff of rock, some 400' in height, and across the low marsh, in a northwest direction from Survey #VI. The rock consists of a mixture of pinkish granite and fairly fine grained diorite, the separation between the two being more distinct than in the vicinity of the above mentioned finds. The diorite is somewhat mineralized and there is some slight stain in one or two places. The place is very near the supposed line of the norite contact and at the foot of the hill some little work has been done in stripping some of the rock. There is a slight showing of stain. It is possible that our attraction is due to ore of nickel but as it is at the very edge of a bluff I think the attraction may be caused by the sharp edge of the bluff forming a kind of pole. Still the location is good relative to the norite contact and I think it would be well to hold the option on this ground for a while longer until we can test the place more.

Survey #VIII.

MacLennan Lot 9, Con. II.

Lines 33-35, Rd. 53.

This is located on the eastern side and summit of a high ridge,

(7)

some 1000' west, across a low marsh, from the ridge on which are located Surveys #II to #VI. The surface on this ridge is very rough with low and rounding outcrops of rock and the side of the ridge is very steep. In this locality there is an extensive area of quite low attraction, as shown by the general survey with two areas of high attraction, which are covered by this detail survey. The area to the south east is at the brow of the ridge while that to the north west near stake 58 is in a fairly level country broken by rounding outcrops.

Stake #58 is on the top of a small knoll of rock, surrounded at a radius of 60' with much larger outcrops or hills. In the immediate vicinity of this stake there is considerable attraction, even higher than that shown on this detail map. On the surrounding hills very slight, if any, attraction was obtained. Separate samples were taken of the small and larger hills for comparison.

The rock here is norite and similar to the rock in Morgan. It is of large crystallization and has a light green color. The locality is about one quarter of a mile west of the norite contact and as there is no stain or surface indications apparent and <sup>being</sup> far from this contact the place I should judge is of little value, except that ore may be dipping deep under the surface somewhat similar to the theory relative to the ground in Blezard.

The norite in this region is not the same as that about the Creighton Gertrude and other mines along the southern range but resembles more that in the township of Morgan and along the northern range. From my observations of the 4Ps of Cochran and McVittie in MacLennan, The big Levack property of Tough, and several claims along the northern

(8)

nickel range, this light green norite is bordered towards the east, west and north, i.e. on the side away from the central Cambrian formation by the fine grained diorite with which the ore is associated. As far as I can judge therefore from the rock formation the finds #III, V, and VII ought to be likely ground.

Along this contact of norite above referred to in lots 8 and 9, Con. II of Maclellan, about one mile to the north is a small showing of R. Tough, in lot 10, Con. III, from where you have a sample, #208. Still farther north along the same contact are the showings of Cochran and McVittie, known as the 4Fs, which we surveyed and from where you have samples, #286-291.

I have entered into negotiations with the owners of the conflicting claims on Lots 8 and 9, relative to an extension of the options. I think we can arrange an extension, certainly with the payment of a small sum.

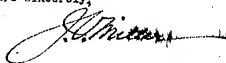
Mr. Mallory also asks whether or not the Government would share the costs of the present work. I presume he refers to the work of drilling the deep holes in Blezard. Considering the fact that we shall probably not do more than 250' more of this, the limit of hole three, being 1120', I hardly think the Government would take up the matter. Dr. Coleman, the Provincial geologist, was very much interested in the work in Blezard, especially the deep hole and I know that he would like very much to see one hole sunk as deep as possible to prove his theory. As doubtless the entire Bureau of Mines has considerable interest also in such a hole I suggested that if you intended to sink a very deep hole, the Gov't might share some of the expense merely to

(9)

have the rock and ore formation, a considerable distance north of the edge of the nickel bearing eruptive, or morite, tested. Of course one hole only would serve their purpose.

If Mr. Mallery refers to all the work being <sup>done</sup> and planned in the townships of Blezard, Graham and others I would judge that the only way the Gov't would share the expenses would be on the condition that we use the Government drill. I suppose as heretofore the Gov't would assume 35% of the cost under this arrangement.

Yours sincerely,



## SUDBURY DISTRICT, ONT.

Main Hole No. 4.

Bkzard - Lot 3 Con. I.

Total Depth 500' 6"

Nov. 8, 1903.

| Labour.                  | Names of Men. | Time    | Cost per Hr. | Materials | Fuel  | Total Cost | Cost per ft. |
|--------------------------|---------------|---------|--------------|-----------|-------|------------|--------------|
| Turning shaft from No. 2 | Albarn        | 10 hrs. | 6.03         |           |       |            |              |
|                          | Over          | 10 hrs. |              | 2.08      | 6.75  |            |              |
|                          | Over          | "       |              | 2.18      | 1.11  | 16.56      |              |
| Setting up derrick       | Albarn        | 14 hrs. | 6.06         | 5.26      | 4.10  | 16.16      |              |
| Digging for water        | Albarn        | 6 "     | 2.50         | 2.54      | 1.76  |            |              |
|                          | Return        | 7 "     |              | 1.46      | 1.22  |            |              |
|                          | Over          | 7 "     |              | 1.53      | .71   | 11.87      |              |
| Working casing pipe      | Over          | 4 "     |              | .87       | .47   | 1.34       |              |
| Repairs                  | Return        | 6 "     |              | 1.25      | 1.05  |            |              |
|                          | Over          | 4 "     |              | .87       | .47   | 3.14       |              |
| Drilling                 | 35 days       | 151.55  |              |           |       |            |              |
|                          | Return        | 35.25   |              | 70.07     | 57.78 |            |              |
|                          | Over          | 35.5 "  |              | 55.59     | 30.09 |            |              |
|                          | Over          | 3.5 "   |              | 7.60      | 4.37  |            |              |
|                          | Over          | 4.5 "   |              | 2.10      | 5.70  | 39.09      |              |
|                          |               |         |              |           |       | \$438.55   | 876          |

Fire Wood.

Cutting &amp; hauling to site

78% cords @  $1\frac{1}{2}$ ¢ x 5' @ 1<sup>st</sup>

117.20

15% " " @ 1<sup>st</sup>

22.12

Dns R. Martin by agreement. 18% 2 3/4%

50' 3/4 cord of 12 in. ft. 2 of 45% cords = 21.57 cords @ 50¢

14.29

100.61

380



| Credit   | Note #4   | Nov. 9/1903. |       |
|--|---|--------------|-------|
| <u>Teaming</u>                                     |   |              |       |
| Mining dist from hole #3                           |   | 4.00         |       |
| Bringing in supplies                               |   | 3.00         |       |
|  |   | 7.00         | .014  |
| <u>Diamonds</u>                                    |   |              |       |
| Ganges-Lagoon @ 58 <sup>50</sup> p.t. Lon - 4 24   |   | 240.376      |       |
| Deane - betons @ 44 <sup>00</sup> " " 4 24         |   | 224.205      |       |
| Laboratory Deane. @ 50 <sup>00</sup> "(camp)" 4 14 |   | 212.500      |       |
|  |   | 677.081      | 1.386 |
| <u>Board</u>                                       |   |              |       |
| Cooks.   | 4 days @ 60 <sup>00</sup> / week                              | 5.00         |       |
|  | 9 1/2 " @ 50 <sup>00</sup> "                                  | 15.50        |       |
|  | 22 " @ 40 <sup>00</sup> "                                     | 22.00        |       |
|  | 9 " @ 45 <sup>00</sup> "                                      | 13.50        |       |
|  |   | 66.66        |       |
| Provisions, Mess, etc.                             | Sept. 26 to Sept. 30 (incl)<br>By calculation from Oct. 1-23. | 10.00        |       |
|  | Oct. 1-23 (incl)  | 16.70        |       |
|  | Oct. 24 - Nov. 9 (incl)                                       | 43.49        |       |
|  |   | 107.00       |       |
| <u>Deductions of board of wood choppers -</u>      |   |              |       |
|  | 115 meals @ 20¢ / meal  | 23.60        |       |
|  |   | 143.40       | .286  |
|  |   | 42.04        | .084  |
|  |   | 147.36       | 2.942 |
| <u>Sundries - On basis of hole #1, 2, &amp; 3.</u> |   |              |       |

✓ 422  
395

Nov. 28, 1902.

Mr. T. A. Edison,  
Orange, N. J.

Dear Sir:-

Yesterday T. Travers, the drill contractor, went out with me to Palco-bridge to examine the locality of attraction in Let 12 Cam. IV, with a view of his taking a contract for 500' of stand pipe work or 1000' of stand pipe and drilling.

The idea was that it would be well to sink five or six holes or stand pipes in two sections across the attraction to locate the contact only. Five feet would be drilled into the rock to determine its character. When the contact was located then the drilling could be done, these stand pipe touching diorite having been left down. I thought by giving a contract for 500' of stand piping only we might get it done more cheaply than to let a contract for the drilling and this pipe work together but this seems out of the question now, *to any extent.*

Following are Travers figures for the work.

For 500' of stand piping, including drilling 5ft. into the rock.

\$3.00 per foot.

For 1000' for stand pipe and drilling to a moderate depth.

\$5.10 per foot.

These figures cover all the expenses.

Mr. Travers examined the shaft we sunk, relative to getting his supply of water from it. He is of the opinion that he cannot get sufficient water for the stand pipe work and would have to haul it from a lake about one-half mile away.

(2)

From your letters I judge that you are counting on running only two drills at a time but thinking that perhaps you would be willing to start another outfit on the property in the hope of the E.S.R. Co. I send you these propositions. If either is satisfactory kindly let me know. If they are not and you do not want to start another drilling outfit please inform me so that I can tell Travers, as he is awaiting the decision before settling on a job for the winter.

Relative to a deep hole on Elezard I have gotten some new figures on a different basis. It is proposed to take one of our deep holes and ream it out to a size large enough for rods which would support 2000' of rods, then from the bottom of our hole to continue drilling with the smaller rods. This method would be considerably cheaper. For instance - if we drill hole #3 1000' this would first be reamed out to the bottom for the next size rods and from the bottom the drilling with the smaller rods would be continued for 500'. If at that depth you wished to go down another 500' we would ream out about 250' and then drill the remaining distance with the small rods.

By this process Travers has given me the following figures.

|                                     |                  |
|-------------------------------------|------------------|
| Ream old 1000' hole for larger rods | \$1.65 per foot. |
| Drilling from 1300' to 1500' depth  | \$5.00 " "       |

|  |                  |
|--|------------------|
| If the hole is to be sunk to a total depth of 2000' then |                  |
| To ream from 1000' to 1250' depth                        | \$1.75 per foot. |
| Drilling " 1500' to 2000' "                              | \$6.00 " "       |

By this reaming work considerable saving will be made.

What do you think of this proposition?

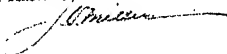
There has been considerable delay in getting the drill outfit

(3)

started for Graham but it leaves here tomorrow and by the end of the week work ought to be beginning.

Relative to the work in Biesara the hole was about 922' deep and the rock was granite Monday evening when I came away. How much drilling in this granite are you willing to do?

Yours sincerely,



✓ 416  
1443

Nov. 21, 1908.

Mr. T. A. Edison,  
Orange, N. J.

Dear Mr. Edison:-

Have just returned to town from the Gertrude Mine where I have been for three days with the contractors arranging the drilling matters there. The contractor seems to be in no great hurry and the work has been going along rather slowly. They have just gotten the plant on the ground.

Upon my return here I found a note from Opdyke saying that they had struck diorite again in hole #3 at a depth of 956' and had drilled through six feet and a half of it when he sent in the note which was yesterday. I will send you the weekly report Monday or Tuesday.

Relative to the contract for the work in Graham I wish to remind you that as yet I have not received the contract with the signature of the Company at Orange. The drill man is going ahead with the work however on the strength of your telegram to me, saying that the contract would be signed. It would be well to have this sent on to me as soon as possible.

Yours sincerely,

*J. Miller*

REPORT OF MINING WORK IN THE SUDBURY DISTRICT. NOV. 24, 1903.

Mr. T. A. Ealsen,  
Orange, N. J.

Dear Mr. Ealsen:-

Bingham Lot 8, Con. II.

Following is the expense account for drilling in hole #3 from the 895' depth to Saturday afternoon, Nov. 21, depth 980' 8", giving a distance drilled of 85' 8".

Labor.

|                                      |              |          |               |
|--------------------------------------|--------------|----------|---------------|
| Moving drill from Hole #3 to Hole #4 | 2 days.      | \$23.18  |               |
| Digging for water                    | 3 hours      | .99      |               |
| Drilling                             | 17.7 shifts. | 101.40   |               |
|                                      |              | \$125.57 | \$1.46 p. ft. |

Fuel.

|       |                                   |         |          |
|-------|-----------------------------------|---------|----------|
| Wood. | Cutting and hauling 23 1/2 racks. | 41.70   |          |
|       | To R. Martin for 14.7 cords.      | 7.35    |          |
| Coal. | 1 ton, delivered.                 | 8.50    |          |
|       |                                   | \$57.55 | .672 " " |

Teaming.

|               |        |      |          |
|---------------|--------|------|----------|
| Moving drill. | 1 day. | 4.00 | .046 " " |
|---------------|--------|------|----------|

Diamonds.

|                        |                                   |         |
|------------------------|-----------------------------------|---------|
| Laboratory and Deveau. | Ft. drilled 15' 8"                |         |
|                        | Loss 20/64ths. at \$50.00 per kt. | 15.62   |
| Yawger-Lexov.          | Ft. drilled 31' 2"                |         |
|                        | Loss 46/64ths. at \$58.50 "       | 42.04   |
| Laboratory.            | Ft. drilled 38' 10"               |         |
|                        | Loss 26/64ths. at \$53.00 "       | 21.12   |
|                        |                                   | \$78.78 |

(2)

Board.

Groceries. (Estimated.)

23.94

Cook. 12 days at \$1.50 per day.

18.00

41.94

Sundries.

Bits, files, oil, etc.

6.90

.08

48.92

Total.

\$90.94 \$3.67 p/ft.

As the drilling in granite was quite slow the costs per foot for labor, fuel, and board are high, but the carbon loss is considerably less, do to less wear, the stones polishing to quite an extent. The carbon loss has been diminished also by the withdrawal of the soft or Dossau stones for the excellent ones sent from the laboratory the last time. The loss was very small for these stones the cost per foot being only 54 cents.

The total cost of \$3.67 per foot seems to be quite fair considering the circumstances. The contractors would not drill this hole for less than four dollars per foot, I think. Then our boiler and pump are not up to the capacity for such deep holes. I understand the order to the Iron Company was for an outfit with a capacity of about 500ft. The boiler and pump are large enough but are old and do not do the work at which they are rated, evidently.

Coal has been used merely to help along the work, as it has been considered cheaper to spend a little more on the fuel and have the drill running all the time, than to depend on wood entirely which did not give us sufficient heat and occasioned considerable delay. For shallow holes coal will be unnecessary. The cost of cutting and hauling the wood has today been reduced to \$1.00 per rask, which will lessen our fuel cost a little.

(3)

The depth of the hole this afternoon was 1002' 5", the rock being  
 mostly. There are some small specks of mineral in the core occasionally  
 but about the same as throughout the hole.

Graham Lot 6, Con. VI.

I understand through the drillsetter who came in tonight that  
 the drilling here is to begin tomorrow. I expect to go out to Graham  
 tomorrow morning.

Your letter of the 20th. inst. was received today and I shall arrange  
 matters as soon as possible here for a trip to Orange.

Yours sincerely,

*W. Miller*

P. S.

Enclosed I send you the strip showing the rock by depth, for  
 the feet drilled corresponding with this report, namely 886' to  
 980' 5".



41  
485

Nov. 25, 1908.

Mr. R. W. Seelye,  
Sault Ste. Marie, Ont.

Dear Sir:-

Your letter of the 23rd. inst. at hand and I am indeed sorry that my letter to you has caused you more trouble and worry than the mere fact of not receiving the contract. You perhaps are not aware that there is a third party in the field and considering their bid and the conditions under which they were to do the work their offer seemed to be the most satisfactory. Mr. Edison has decided not to have more than two drills in the field at once and as one of these is to be our own and Smith had the contract for the work in Graham it was impossible to give another contract and I wrote you to that effect. I might add also that the idea of giving a contract for 4000' has been abandoned.

I shall surely be very glad to see you when you come to Sudbury and am sorry that I did not see you when you were here a week or so ago, as I understand. I shall probably be in town on Friday and Saturday evenings but next week I have to make a trip to Morgan and then go down to New York. You might let me know when you expect to be in town and if possible I shall be on hand. Trusting that this will explain things more satisfactorily, I remain,

Yours sincerely,

*W. H. Morgan*

Dec. 15, 1903.

Dr. A. P. Coleman,  
Toronto.

Dear Sir:-

I have just returned from my trip to New York where I had a talk with Mr. Edison in reference to the drilling work in Blizard. He is quite convinced that there is nickel in the vicinity of our drill but has come to the conclusion that it is not far from the surface. He would like very much to have you examine the samples of drill core which I brought down to you to see whether or not there is any change in the rock whatever. He thinks that perhaps we have encountered diorite without our noticing it here. If you will carefully examine the samples and let me know we shall be greatly obliged and <sup>any</sup> expense you incur we shall gladly make right with you.

Mr. Edison thinks that we could not get the readings we did fromore at a depth of a thousand feet or more and as we have encountered no large percentage of magnetite it would seem that there must be some pyrrhotite close to the surface, somewhere in the vicinity.

Kindly let me hear from you as soon as convenient. I trust that the samples were satisfactory to Prof. Maclean.

Very sincerely,

✓ 321  
761

Dec. 18, 1903.

Mr. T. B. Smith,  
Portage, Ont.

Dear Sir:-

Enclosed I send you two copies of the agreement between your company and ours relative to the diamond drill work in the township of Graham. You will notice that there have been made a few changes in the wording of the agreement which will make no especial difference with one exception, namely the limit of the depth of a hole.

The vice president of the company thought we ought not to limit the holes under 500' and understanding that the capacity of the machine in Graham is about 500' I thought you would have no objection to our changing this item. Although we are very desirous that this should be the limiting depth, still, if you cannot in any way see your way clear to allow this, Mr. Edison will accept the 400' limit.

If therefore the contract is satisfactory to you as it stands, kindly sign both copies and return to me and I will sign for the company and return one to you. If the 500' limit is unsatisfactory you can change it to 400', sign and return.

I was in Orange last week and went over all the work with Mr. Edison upon his reconsideration of our maps etc., and the results of the work so far he is inclined to think our chances of making a strike in Graham are small. If we do not strike ore in the hole now being drilled he thinks it hardly advisable to do any more here in this lot and would rather move your drill to Blezard and finish the contemplated 800' there. In case of such a move he would be willing to pay the neg-

esary expenses incurred in moving. Upon the completion of the contract of 800' there would be a chance for you of getting say 1000' more of work here.

I would like to hear from you by return mail whether or not you would be willing to move the plant to Elwood under the above conditions.

I expect to leave here Wednesday next for the States, to be gone for about ten days, and would like to hear from you at that time, before leaving. If I remember rightly you were planning on being here about Christmas time.

Yours truly,

*H. Mac*

Jan 4, '04

Capt. Miller,

U.S. Pa. Ordnance Works -  
Edin., N. J.

Dear Sir -

In conversation with Mr. Edwin the other day he said he thought there might be a pump at your mine which would suit our demands best here. I accordingly wrote you as I could not get any definite information at the laboratory.

He would like a high pressure pump having a 5" steam cylinder, 2 1/2" water cylinder & 4" stroke, or something near this, not smaller however. If you have anything of the kind kindly let me know at once. The pump wants to be in good clean condition however. Please let me know the exact size & condition & price. This is of course for Mr. Edwin's use here. Hoping to hear from you very soon. I remain

Yours sincerely

J. W. Miller

499  
467  
Jan. 14/8.

Mr. Thomas L. Edison  
Orange, N. J.

Dear Mr. Edison:

I write the following short report to keep you somewhat informed as to the work here.

Graham -

Hole #2 was abandoned at a depth of 811' on Saturday last and the drill is being moved to Rhyard. The rock has not improved by depth and as it is not exactly the characteristic waste and there was very little if any signs of mineralization I decided Saturday to move the drill.

Rhyard.

Work here in drilling has practically just begun in Hole #3. The time when the men returned, Wednesday last, has been taken up in building a water tank, setting up the drill etc. Drilling began Saturday.

Today

We are building a stable for a horse and also a small addition to the house to accommodate

the new crew and give us a small laboratory and office.

The drill from Graham will be placed at the hole furthest south of the line of holes you marked crossing the main belt of "Bright yellow." This end of the line is on rather high ground & water will be hauled & no consequence the expense of drilling will be increased. The other end is in a swamp. For this reason I have started the Corbitt drill here.

I have received the following letter from Dr. Coleman relative to the character of rock encountered in our deep hole -

"I have had thin sections made of some of your drill cores at various depths, and find them practically all the same. The lowest, at 1000 feet, is weathered much like the others, so that you have evidently not got to the bottom of the formation. There are however the cores of granite and one of flinty rock at

Dear  
"Cousin":

The granite & schist rock you will remember we encountered at depths of 774' and 225' respectively.

I might add a note relative to the fact that you were to send and also the photographs so as to remind you of them.

Yours very sincerely  
J. H. Miller



35

Jan. 12, 1903

Mr. W. S. Mallory,

Oranoke, H. J.

Dear Sirs:-

I am in receipt of a letter from Mr. O. W. Miller relative to pumps in answer to my letter to him concerning the buying or renting of a pump for our work here. He informs me that he has a Blake pump of a suitable size and that it is in good condition but does not state the price. I suppose, as it is for Mr. Edison, the price will be small and it would pay us to have this pump shipped here instead of getting a new one in this country, but if the price is high I think it would be better for us to get a new one here. We need a new pump as the one with the on it is double acting and uses considerably more steam than necessary and puts too heavy a load on the boiler.

Will you kindly investigate this matter at once and either send us the Blake or give me permission to purchase a pump here. It would be well to have the pump carefully examined and make sure that it is in first class condition before sending it on if you decide to send the one from Edison.

I believe Captain Miller has written you relative to the matter. Trusting that you will give this attention at once as we are now using a borrowed pump, I remain,

Yours sincerely,



REPORT OF DRILLING WORK IN THE SUBURBAN DISTRICT, ONT. JANUARY 30, 1904.

Mr. T. A. Mason,

Orange, N. Y.

Dear Mr. Mason:-

The report for the week is as follows. .

Hole #6, being drilled by the Rat Portage Drill Co., was this afternoon at a depth of 169'. At a depth of 98' 6" schist rock, similar to that in the former holes, namely #1 to #4, was encountered. Through some of this schist there was considerable mineral and for one half inch there was quite solid ore. However I repeat to say that it is not pyrrhotite but has more the appearance of pyrites. It is quite yellow, not magnetic and is crystallized like pyrites. I will send you this 1/2" of core or ore.

A sample of the mineralized schist was panned out and about 20% of pyrites was concentrated.

The schist rock continued to a depth of 108' 10". Below this depth the rock has been morite.

Hole #5 was this morning at a depth of 79'. The rock here is all morite. We have had to sink another well in the quarry for more water, causing some delay.

The cost of sinking hole #7 was about \$2.73 per foot not including the building of a large water tank. The carbon cost was \$0.707 per foot. I will send you a regular expense sheet later.

The Rat Portage people have asked whether or not they will have any more drilling upon the completion of this 800' contract. They would like to have your answer as soon as possible so as to get out word now for the work. I suppose their figure will remain the same as for-

(2)

heavily, nearly every foot.

Then, Erverson who is doing the setting and managing for the Rat Portage people, and about whom I have written you before, will do the work for (24) day foot. He is a first class man and has sufficiently good backing. I think he has arranged a working agreement with Smith, the present manager of the Rat Portage Drill Co.,

will probably advise no relative to this matter relating to which party is to give the contract and for how many drilling. Also advise me as to the amount of work you think our drill will get done ~~in the~~ <sup>in the</sup> day. Can get out sufficient wood while there is snow.

I have presented the panning of the ports from the different holes but have found the crushing of the samples by the apparatus at hand altogether too fine so have discontinued for the present until I can get a bucking plate, which will be in two or three days I hope. However samples of sludge from holes #1 and #2 are prepared. The concentrate from #1 showed quite a little more pyritized than that from #2. Pyrrhotite seems to be very scarce in both holes. Further comparison by means of the others from these holes could not be made as a crevice was discovered in hole #2 and in consequence no water is returning from the hole and therefore no sludge.

As yet we have not received the box for photograph.

Yours sincerely,

*J. M. M.*

Feb. 6, 1904.

Mr. T. E. Smith,  
Rat Portage, Ont.

Dear Sir:-

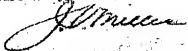
I am in receipt of a letter from Mr. Edison in which he states that for the present it will be impossible for him to keep more than our own drill running and in consequence he cannot make a further contract with you. I am sorry that we cannot give you anymore work. However it is the wish of Mr. Edison that you do 400' of drilling in Blezard as he wishes to put down two 200' holes one of which your drill has already done and is now working on the second. This will run slightly over the 800' of the contract but I judge this will be satisfactory to you. If not kindly notify me at once, as we will do the work on the supposition that it is at \$3.25 per foot, as the rest.

It may be that upon the completion of this work you will be willing to sell us your boiler and pump, if so kindly send me your figures on the outfit. We would like to get a good pump and perhaps a boiler if we can get satisfactory terms.

When you come to Sudbury in the near future we will talk over the matter of sundry expenses incurred in fitting up the camp for the extra crew, your expenses in moving the drill etc.

Hoping to see you soon, I remain,

Yours truly,



**Mining Exploration Company of New Jersey and Related Records  
Letterbook, LM-275**

This letterbook covers the period February 1904-April 1913. It contains the outgoing correspondence of John V. Miller. Included are letters dealing with leases and tax payments in the Sudbury district of Ontario. Some of the correspondence relates to prospecting activities and the cessation of diamond-drilling operations. A few items concern the shipment of a phonograph and recordings to the mining camp in Blezard township, Ontario.

The spine is stamped "Letterbook." It is labeled "Mining Exploration Co. of N.J." and "February 13, 1904 To April 13, 1913." The book contains 500 numbered pages and an index; it has been used to page 248. Less than 5 percent of the documents have been selected.

Mch. 18, 1904.

Mr. W. M. Short,

Chicago, Ill.

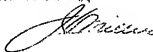
Dear Mr. Short:-

The phonograph has been received and has been taken to the rush and it has afforded the deep much fun and pleasure. I thank you for sending it to us and assure you that your kindness is greatly appreciated.

I have sent an order to the company for a few more records some of the more classical order and also for a few more. I would like to try some of the dance music in town sometime. I suppose that if I can show off the machine to good advantage in town sometime I might head off some of the trash that the Grandwhere people are putting around here. Quite a number of people are being told about this country.

Hoping that things are booming down there as usual and with kind regards to all, I remain,

Yours sincerely,



Nov. 18, 1904.

Mr. J. L. Thompson & Co.,  
New York, N. Y.

I am in receipt of your letter of the 10th. inst. enclosing  
envelopes for the records who have settled with the custom officer  
for the duty, amounting to \$25.00.

I would like to have you send as at your earliest convenience the  
following list of records 3170, 36, 71, 84, 98, 8246, 8377, 8142,  
310, 8047, 8248, 8249, 8250, 8251. Also four other good waltzes  
suitable for dancing and two or three of those vocal solos which were  
taken in Europe a year or so ago of grand opera music. I am not sure  
whether these are on the moulded record list as I do not see them in  
the catalogue but I understood when I saw them that they were to be  
placed among the moulded records. If any of the above records are  
not first class you might cut them out.

Hoping you can fill the order at once, I remain,

Yours sincerely,

H/5

Apr. 5, 1904.

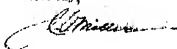
Mr. T. A. Edison,  
 Orange, N. J.

Dear Sir:-

There is very little to report at the present time except that the drill has been moved back to the main attraction area to hole "B" along the line of holes you laid out and at the present time the depth is 88' 7". The rock is about the same as that in the other holes, being either morite or morite mixed with quartz and felspar. No mineralization has been encountered.

We should have more carbon very soon as some of the old stones are getting very small and liable to break up at any time. I have already written Mr. Mallory concerning the matter and as yet have had no word from him. We ought to have enough stones for three good bits so that there will be no delay and in order to have these we will require the new stones. Kindly let me know your decision relative to the purchase of the carbon as soon as possible.

Yours sincerely,





57  
67

Apr. 10, 1904.

Mr. E. A. Tison,  
Chicago, N. J.  
Dear Sir:

Hole #17, or "B", has just been completed to a depth of 200' without encountering any mineralization or ore. The rock consists of hornite or varieties of it, i.e. hornite mixed with quartz and feldspar. Some of this latter kind of rock, especially at the bottom is more or less schistose. The Solwas drilled, including the covering of the drill, from the last hole, between Mch. 28th and Apr. 9th, which is very good time, I think. I will send you the cost of drilling in a few days.

The drill is now being moved to the last hole to the north in the line of holes you laid out.

Upon the completion of this hole we shall have the drill to hole #1 or the third hole from the south end of our line unless you think a hole on this line, opposite to hole #3, would be profitable. It seems to me that we are leaving quite a big gap in the centre and immediately in the right place. You will remember that at the time you laid out these holes you thought it was not necessary to put holes along this line opposite to those holes formerly drilled. Hole #4 is about 40' from this line of holes so a hole here is hardly necessary, but hole #1 and #3 are about 145' from this line, and accordingly quite a little work is left untested if no hole is put down opposite to these last mentioned holes. If you want a hole put down about opposite to Hole #1 kindly say so at once so we can next have the drill to it, first, and then on to the third hole from the south end.

67  
15

Apr. 20, 1904.

Mr. T. A. Edison,  
Orange, N. J.

Dear Sir:-

The progress of the drilling work to date is shown by the accompanying blue prints. This morning the drilling in hole #18 is down to 115 feet and the rock still remains granite. We shall continue this hole to a depth of 140' about unless we strike morite again, as you telegraphed me yesterday. If we get through the granite we shall finish the two hundred feet as originally planned. This granite is the same practically as that which we struck in hole #3 and I suppose, like that, it is merely a patch. Still the rock in this hole and quite a little in hole #17 is granitic that is morite mixed with quite a little quartz and feldspar. The rock is very little mineralized.

As yet I have not heard from you relative to the next hole answering my letter of the 10th. inst. Unless we hear to the contrary we shall move the drill to hole #19 upon the completion of the present one.

I am in receipt of two communications relative to a lot in the townships of Snider and also to the Strathcona Mine. Mr. Black who has the management of this mine at present is away but upon his return I shall arrange to make a trip to the mine and send you a report. Relative to the Snider lot I would say that the place where Mr. Turner wishes to build is immediately about the place where one of the two attraction areas is, I think. Ranger and I were at this place last fall and although we concluded there was little chance of getting any ore here still we got the attraction. However if such an arrangement as Mr.

Turner described, and he is willing to insert in the agreement of transfer that any buildings, which may interfere with the development of the property, will be removed, I suppose it will be satisfactory to you. I think there is little chance of our ever desiring to do anything with the property in the way of mining.

I regret that the telegram I sent you Monday night caused you any inconvenience, but it was unfortunately clear. Perhaps you did not understand the distinction of the hole or perhaps the message was not conveyed properly at that time.

If you could give me a rough estimate of the amount of drilling you are still planning to do, I think that in Richard we could prepare ourselves with fuel etc. Almost all the very best has been used now about the locality and in order to get anywhere good down we will have to cut and pile fresh wood and let it season as much as possible. We have on hand enough wood to run us for a month or so, perhaps two months, which means that we can drill about 100 feet more. If you will let me know how much more you are willing to drill I can get men at work immediately and the work will have a fair chance to pay.

Am I right in understanding that after the completion of the holes along the line that you laid out, to a depth of 200', providing that no ore has been struck that we are to start to drill all these holes another 200'?

Trusting that you thoroughly enjoyed your trip in Florida and that you found things in excellent condition at Grange on your return I remain,

Yours sincerely,

*J. Miller*

63  
81

Apr. 20 1904.

Mr. J. F. Randolph,  
Orange, N. J.

Dear Sir:

I am in receipt of your letter of the 14th, last enclosing two checks for \$800.00 and \$1000.00 respectively for which accept thanks.

I have also received your letter relative to the making of parts for the diamond drill at the laboratory. Did Bachman think it would be cheaper for us to pay \$1.00 per bit than to have them made at the Lab? This part is very simple and I should judge would necessitate the making of only one simple lathe tool. We use a great many of them and have been ordering them 200 at a time. In about three weeks we shall have to be ordering more. Of course if we can get them from the same source as we have been, namely the Oliver Iron Works Co., and at the old price of thirteen cents it will be O. K. but in case we could not we would have to buy them of the Sullivan Machinery Co. at \$1.00 per which is an exorbitant price. They have the bridge on the business and charge whatever they like. In order to be prepared I am returning the bit prints and wish Bachman to reconsider the matter relative to the bits around which I have drawn a red line. If we can not get them from the Oliver people at the old price I shall order from them but if we cannot I certainly hate to pay the Sullivan people their price.

Yours sincerely,

*William*

70  
92

Apr. 28, 1904.

Mr. T. A. Edison,  
Orange, N. J.

Dear Sir:-

A report of the drilling work carried on during the past week is as follows.---

Hole #18 was drilled to a depth of 140' and as the granite still continued the hole was abandoned for the present at least and the drill was moved to hole #19 or 7'. Drilling here was begun last Saturday and yesterday the depth of the hole was 64', the rock being all granite.

I suppose I shall hear from you immediately relative to the next work to be done, whether you want us to drill these holes another two hundred feet or put in other holes between those already drilled. The present holes are about 150' apart so if we doubled them up the holes would be very near together. Do you want them so close?

Bying to hear from you soon, and enclosing the expense sheet for hole #18, I remain,

Yours truly,

*W. H. Miller*

## SUDBURY DISTRICT, ONT.

REPORT ON THE SUDBURY MINE, GRILL TOWNSHIP. MAY 3, 1904.

The time for this preliminary examination was somewhat limited and therefore it was limited to the vicinity where the development work has been done. To locate these workings relative to the main belt of norite, on which are located the large mines, and also to determine this main contact would require considerable time.

In order to save repetition I am enclosing the reports on the property of Dickman and Mackenzie, of Chicago, and that of Donorest and Silvester of Sudbury. These reports as far as I could judge, are quite correct with two or three exceptions. I have marked certain paragraphs in Dickman and Mackenzie's first report, #1 and #2, where I would add or change, to some extent.

#1. From my examination of the rock about the main surface showings and work, the rock seems to be all a kind of mixture of alorite, granite, diabase, etc. I could find no distinct contact of norite with any other rock but Mr. Willmott states that norite was found to some extent in the diamond drill holes and Dr. Coleman, the Provincial Geologist, is said to have stated that the deposit is on the main contact. The large hill stated as running north and south, on the eastern side of which the showings are located, is made up of this mixture.

#2. The ore bodies as shown by the shafts, pits, etc. are principally along the foot of the large hill running about north and south and promiscuously mixed with the country rock, no contact of norite appearing on the surface. The ore appears to be in patches of varying extent. In most of the pits and cuts there does not appear to be any extensive mass of ore but rather small seams and patches, all

(2)

having more or less of a dip eastward toward the swamp.

In some of the pits most of the ore seems to have been removed leaving only heavily stained and mineralized rock, or small stringers of ore.

The width of the area in which showings have been exposed, varies from about 100' at shaft #4 to about 600' or 700' at the southern limit of the workings. But at this southern limit the pits are at the extreme ends of this 700' of width. No work has been done between these so it is not fair to state that the ore body has this extent here. Along the strike of the deposit there is considerable space left unexplored between the shafts and stripings and to state that the ore body is continuous for the entire distance is far from reasonable.

In one or two other places in the report of the Chicago engineers I have placed a question mark indicating my doubts as to the accuracy of the statements, thinking them somewhat exaggerated.

I was accompanied to the property by Mr. A. P. Willmott, formerly Mine Superintendent for the Lake Superior Consolidated. This company had an option on this property last year and did some drilling upon it. Mr. Willmott had previously examined it and gave me considerable information.

He also said to the reporter the following.

It is supposed that the ore body lies along the outer edge of the main belt of porphyry which forms an elliptical belt and on which are located all the mines of the district, such as the Oreighton, Gostrude, Murray, etc. About three miles east of the mine under examination is the Chicago Mine, which is also supposed to be on this same contact, and which was operated quite extensively but abandoned.

(8)

Mr. Willkott informed me that Dr. Coleman had examined this country and was of the opinion that the Sultana Mine was on this main Spit or narrows and further stated that at this point the contact of the granite with the country rock made a basin shaped bend to the south and that the workings were along the western side of this basin.

It is Dr. Coleman's belief that this basin shaped topography is a characteristic or very favorable indication of a large body of granite. The Greighton Mine is located in such a formation.

The present workings have all been along one side of this basin and only extensive prospecting and finding of ore along the bottom and the other side of the basin, in my opinion, would justify the belief that this ore body is enormous and similar to the Greighton.

Readings of the dip needle were taken across the line of workings in several places, namely at each of the four shafts, between shafts #1 and #2, and across the extreme southern limit of the workings. The readings were taken every five feet and those at the shafts are indicated on the plan of the workings, but not according to scale.

At each shaft fairly high readings were obtained and along the line between shafts #1 and #2 readings of 50 and 40 were obtained about in the line between the two shafts. No stripping has been done here and it is probable that there is ore between the shafts as yet unexplored. The line between the two southern most workings also gave readings of 50 or more near the stripping to the west and on the top of the hill. Also here were some readings where no work had been done in the line of stripping etc., but most of the line, especially between the workings, gave noticeably low attraction.

Selected samples of ore were taken from the dumps of shafts #1, #2 and #4 and are sent with this report.

In a general way I should judge that the property might develop into



(4)

a good mine. Compared with the 4P's property of Cochran and McVittie near Blue Lake however I hardly think it as good, although this latter property has been more thoroughly prospected and shown up.

Mr. Willmott, who has the selling of the Sultana, states that the price now asked is \$100,000 under liberal terms, as to working option and payments. For a cash payment after a free working option of say three months he thinks the owners would sell for \$80,000.

If it is decided to investigate the property morethoroughly three or four days might be spent making a magnetic survey, locating the contact, pumping out the shaft and taking accurate samples, before coming to any definite decision relative to the option.

Two blue prints accompany this report, one showing the plan of the strippings, shafts, camps, etc, and the other showing sections through shafts #2, #3, and #4 and the diamond drill holes of the Lake Superior Consolidated, opposite these shafts.

92

179/92

May 14, 1904.

Mr. T. A. Edison,

Orange, N. J.

Dear Sir:-

I have received your two telegrams relative to the stopping of the work and tonight all the men have been paid off, the drill packed up and ready to be hauled to town. The roads are in very bad condition however and we shall have to postpone the hauling until some time next week.

I am arranging to have the rest of the outfit shipped. This includes the tents, stoves, sheep outfit also and drill team have no provisions etc.

I am now trying to dispose of the horse and wagon and think I can do it without much loss, but this is a bad time of year for selling horses.

I am holding Onyx here for a few days until we can get the outfit in and staid over and a complete list of everything made.

While it was stopped at a depth of 325' 10' the rock being morite and quartz.

I am extremely sorry that we are killing up stakes without having struck any ore and wish we could have tried one or two of the other places but I suppose you will try these the next time you tackle the problem. I shall return to Orange as soon as I can get things straightened out.

Yours sincerely,

February 21, 1913.

Mr. Frank Denton,  
20 King Street, East.  
Toronto, Canada.

My Dear Mr. Denton:-

Re/ Mining Leases in the  
Sudbury Region.

I wish to refer to you the matter of getting the patents for the different pieces of property, in the Sudbury Region, on which Mr. Edison has now paid the entire yearly rental, and to which he is entitled. The Department of Mines has sent me the affidavits and proof of conforming with working conditions, to be filled out. We did not do actual mining operations on each one of the different lots, nor did we do any actual mining, as far as the removal of ore. All our work consisted of diamond drilling the property and trying to locate a deposit.

Will you kindly investigate this matter, and let me know as soon as possible, just what steps we shall have to take, in order to get these patents, and if possible, make out the affidavits and send them to me for our signature.

Our diamond drilling operations lasted over a year, and we had a gang of five or six men in the crew, besides my assistant up there, and myself. The lots on which we have paid the entire rental, are as follows:-

Lease 3176, Tp Blessard Con. 2, Lot 7, N 3/4  
Francis R. Upton.  
" 3178 " Blessard Con. 2, Lot 8, S 3/4  
Louis A. Miller.  
" 3221 " Blessard Con. 2, Lot 6, N 3/4 - W 1/2 of S 1/4  
Fred Ott.  
" 3254 " Blessard Con. 2, Lot 8, N 1/4  
Louis A. Miller.

All these leases are in the names of their parties besides Mr. Edison, but we have transfers to Mr. Edison, covering each lot.

If these transfers are necessary, I can send them to you.

I trust, Mr. Denton, you have had a fine winter, and all your family are well.

With very kind regards to all, I remain.

Yours sincerely,

JVM/d

March 7th, 1913.

Denton, Groves & Field,  
20 King Street, East,  
Toronto, Canada.

Gentlemen-

Re/ Edison Claims in Elezard Township.

Yours of the 3rd inst. received, and contents noted.  
We have arranged to get the transfers together for forwarding  
to you, and hope to do so the first of next week.

Regarding the amount of work done for our claims,  
would say that we did not actually carry on operations on each  
of these claims, but did practically all of the work on one  
lot. The amount of this work would easily cover the amount  
required on all the different claims.

At the time this work was carried on we were advised  
by the authorities at Sudbury, and also, I believe of Toronto,  
that if we did sufficient work on one claim, it would be satis-  
factory to them; that is-the amount of work done on one claim  
would cover the adjoining claims.

Would you kindly investigate this matter, and advise  
us at once.

Yours sincerely,

JVM/d

Секрет

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JVM/a

**MINING EXPLORATION COMPANY OF NEW JERSEY  
AND RELATED RECORDS  
FIELD OPERATIONS**

These records cover the period 1900-1905, with some undated items that are possibly from the 1890s. Included are notebooks, field journals, reports, maps, and other documents relating to mining surveys and drilling operations in Ontario, as well as Connecticut, Pennsylvania, and other locations. The selected items consist of three standard-size notebooks containing notes by Edison, John V. Miller, and others.

Field Operations Notebook, N-01-07-00

The one dated entry in this notebook is from July 1901. The book was used by Edison and John V. Miller for notes about mines and mineral rights. Miller's notes pertain to published geologies and mining reports primarily in regard to surveys in Connecticut, New Jersey, New York, and North Carolina. There are a few notes about other North American locations. The entry by Edison is undated and describes mineral deposits in Haywood and Jackson counties, North Carolina. The entry also mentions the work of Dr. Ebenezer Emmons, former state geologist of North Carolina.

Field Operations Notebook, N-02-00-00.1

This undated notebook was probably used during January-March 1902. Most of it was used by John V. Miller and unidentified authors, but there are some notations by Edison, including instructions relating to the production of a recording device. The entries consist primarily of notes and lists pertaining to mining surveys, supplies, equipment, and field work assignments. Near the beginning of the book is a draft letter of agreement for the employment of dipping-needle operators.

Field Operations Notebook, N-Undated. 41

This undated notebook was used by Edison and an unidentified author, possibly during the years 1900-1902. It contains the results of ore analyses with notations concerning the presence of nickel oxide. The entries pertain to samples from Franklin, Huntingdon, and other counties in Pennsylvania.

## **FIELD OPERATIONS RECORDS NOT SELECTED**

### **Nickel Mines, Proprietary Interests, and Ore Samples (ca. 1893-1905)**

These documents consist of undated reports, probably from the period 1893-1905. The reports pertain to nickel-bearing properties, mining claims, and ore analyses. They primarily concern properties in Litchfield, Connecticut; Riddles, Oregon; and the Sudbury district of Ontario. Some of the documents relate to holdings of the International Nickel Mining Co., the Nickel Copper Co. of Ontario, and the Victory Nickel Mining Co. of Oregon. One item concerns the mineralogy of New Caledonia deposits. Also included is an undated report on samples numbered 193-287.

### ***Lehrbuch der Markscheidekunde* and Translation Notes (1901-1903)**

These documents cover the years 1901 and 1903. Included is a textbook on mine surveying, written by P. Ulrich of Freiberg and published in 1901. Robert Rafn, an Edison laboratory employee and electrical engineer, translated portions of the text from German into English in 1903. The translated notes deal with magnetic surveying and the Thalén-Tiberg magnetometer (or "Swedish magnetometer"). The archival holdings consist of photocopies.

### **Magnetic Prospecting and Other Surveys (1901-1905)**

These documents consist of field journals and notes relating to the search for nickel and cobalt. Some of the items are by John V. Miller. There are also notes by Claude H. Oddyke, Harry Stokes, and others. Much of the material concerns work in the Sudbury district of Ontario (1901-1904) and in the Parry Sound and Nipissing districts of Ontario (1905). There are also surveys of Franklin Furnace, New Jersey (1901); Litchfield, Connecticut (1901-1902); Lancaster County, Pennsylvania (1902); and Hurdstown, New Jersey (1903).

### **Ore Sample Receipt Books (1902-1905)**

These books were used by John V. Miller. They contain a standard form for the receipt of ore samples, such as iron, nickel, and cobalt. The ores originated in the Sudbury and Parry Sound districts in Ontario and in Connecticut, New Hampshire, and Pennsylvania.

### **Drill Reports and Drilling Notes (1903-1904)**

Most of these documents are reports concerning drilling activities in the Sudbury district of Ontario. Included are notes by John V. Miller pertaining to the costs of labor, materials, board, fuel, and sundries.



**FIELD OPERATIONS RECORDS NOT SELECTED  
NOTEBOOKS**

**Notebook, N-03-11-19**

This notebook covers the period November 1903-January 1904. It was used by R. Howard Embree as a daily journal of drilling operations at the Gertrude Mine in the Sudbury district of Ontario.

**Notebook, N-03-11-26**

This notebook covers the period November 1903-January 1904. It was used by R. Howard Embree and contains tabular information about drilling operations at the Graham Mine in the Sudbury district of Ontario.

**Notebook, N-04-04-23**

This notebook covers the period June 1903-April 1904. It was used by John V. Miller for notes, calculations, and drawings relating to diamond-drill operations on the Blezard property in the Sudbury district of Ontario. Included are expense calculations and survey data concerning the composition, depth, and working period of drill holes.

**FIELD OPERATIONS RECORDS NOT SELECTED  
POCKET NOTEBOOKS**

These twenty-two notebooks cover the period 1901-1905. They were used by Edwin Bolitho, John V. Miller, Claude H. Opdyke, and others conducting surveys of land and mines. The books contain maps, needle readings, lists of samples, and descriptions. One survey book used by Miller in 1901 contains entries concerning properties adjoining the New Jersey Zinc Co.

PN-01-01-19  
PN-01-08-13  
PN-01-08-22  
PN-01-08-24.1  
PN-01-08-24.2  
PN-01-08-24.3  
PN-01-08-24.4  
PN-01-08-24.5

PN-01-08-24.6  
PN-01-08-26  
PN-01-09-17  
PN-01-12-04  
PN-01-12-05  
PN-01-12-07  
PN-02-04-16

PN-02-04-17.1  
PN-02-04-17.2  
PN-02-04-17.3  
PN-02-04-17.4  
PN-02-04-22  
PN-03-01-12  
PN-05-10-13.2

**Mining Exploration Company of New Jersey and Related Records  
Field Operations Notebook, N-01-07-00**

The one dated entry in this notebook is from July 1901. The book was used by Edison and John V. Miller for notes about mines and mineral rights. Miller's notes pertain to published geologies and mining reports primarily in regard to surveys in Connecticut, New Jersey, New York, and North Carolina. There are a few notes about other North American locations. The entry by Edison is undated and describes mineral deposits in Haywood and Jackson counties, North Carolina. The entry also mentions the work of Dr. Ebenezer Emmons, former state geologist of North Carolina. The cover and spine are labeled "Nickel Deposits." The pages are unnumbered; only 14 pages have been used.

XE-172

N-01-07-00

July 1901

Nickel Deposits

Nickel pyrrhotite near  
Pecker Kill at Anthony Mine  
T.I.M.E. - Vol. XXIV p. 631

Nickel pyrrhotite near Harwick

" " " Charlestonburgh  
New Jersey -

Finksburg, Carroll Co. Md.

Presence of Ni in serpentine  
rock with Chromate in Penn-  
sylvania is well known by  
beautiful green crystals on  
massive Chromate. Quarried  
at Woods Mine. Comes from  
the sulphide disseminated in  
massive violet talc accompan-  
ying the Chromate.

At Chatham, Conn. 6 miles from  
Middletown ore is arsenical  
Occurs in mica slate

Torrington, Conn., also at  
Litchfield Nickel mine  
10 miles further south.  
Mine is full of water -

Ni in township of Oxford,  
Quebec. (Müllerite)

See Hunt's Geology of Canada  
1863 Vol. 3 p. 38

Also - Eustis. T. & M. C. 1863  
Vol. VI p. 209

Has 6 lbs. of Ni to the ton  
6th lot of the 12 Ranges of  
Oxford -

N. C. Near Webster, Jackson  
Co. in immediate vicinity  
also - 6 miles N. E. of Thom.  
An area of Chrome rock con-  
taining grains Chromite. De Kalk  
says  $1\frac{1}{2}\%$  Ni. Goethite  
and garnetite found in  
hydrous silicate of Ni.  
Many of the talc rims are  
stained & colored by Ni.  
Says proprietor is Mr. Schreder  
but De Kalk says he is only  
agent for estates & thinks  
he is bribed by Canadian  
Copper Co. to give naming  
when any body wants the  
deposit. Can find owner.

by inquiry & records at  
County head -

Sterry Hunt says Ni. gen-  
erally disseminated in serpen-  
tine Rock from Canada to  
Maryland, associated with  
Chromo ore. See Chem. & Geol.  
Essays - p. 31. Also Reports  
Geol. Survey of Canada.

Says Ni. is always present  
in the Green Mountain  
series of Serpentine Rocks  
& in straites, talc, etc.

Nickeliferous Limonite in  
Lincoln Co. N. C.

Sparite iron ore of Ontario.  
N.Y. contains the iron form  
of Millerite

Thunder bay, Canada. Silver  
Harbor. Mid-side of bay.  
North shore of Lake Superior  
See. T. I. M. E. Vol. 1 p. 482

Pyrite from islands of Am. Pitt  
of Brauncastle, Warren Co. N.Y.  
kind to Lab. of Geol. Survey  
by C. F. Stahle of Washington  
N. J. 0.4% N. & some Co.

Pyrite from California, Hun-  
terdon Co. - N. J. kind by  
Theo Lanie of High Bridge -  
Mich. 0.3%



Trical ore at Russell Springs,  
Logan Co. - Kansas -

Described by F. P. Derry -

T. I. M. E. Vol. XVII, p. 636

Mn in pyrrhotite in Black  
Hills at Spring Creek -

Assays  $1\frac{1}{2}\%$  - Plates that  
all pyrrhotite carries Mn -

T. I. M. E. Vol. XVII p. 582

Arkansas Geological Survey -  
1888 - Vol. 1 p. 34 -

Mn deposits of N. C.  
Eng & Mining Journal - Dec 30/92

An occurrence of Mn in Nevada -  
T. I. M. E. Vol. X, p. 657

A. R. Ingalls - on Ni. -  
Eng. & Mining Journal  
Jan. 2, '92 p. 40

S. B. Murray -  
Ni. ore from Nevada -  
Silliman's Journal Vol. 3 p. 122  
(Sec. Series)

Purity -  
Occurrence of Ni. in Eastern Co. N.C.  
Silliman's Journal Vol. 27 p. 34

The large western silicate of  
Ni. mine is at Riddle's Station  
Douglas Co., Oregon and  
also a pyrite with Ni.  
in Nevada Co. - Jackson County

at Rock ponds Oregon.

Ni ore reported from Selma  
County, Arkansas.

Pyrrhotite mine at Dracut,  
near Lowell, Mass.

Ni ore of Oxford, Decatur,  
Eng. & Mining Journal. March 16, '78

Anthony Mine mine described  
T. I. M. E. Vol. XXIV p. 631

0.3% Ni + 0.5% Copper

At Stony Point on the  
Hudson - there is a band  
of Fahlband -

Pyritolite disseminated  
through the rock -

There are old workings just  
north of St. John Episcopal  
Church & School - 8 miles  
west of Harpers Ferry -

P. A. Speck of Harpers Ferry  
is well acquainted with  
mineralogy of this region -

Another deposit just west  
of 78. Montgomery -

The Fahlbands assay -  
from 0.1 to 0.5%  $\text{Ni}$ .

Usually - 0.25%

This could be concentrated  
very high

$\text{Ni}$  in serpentine at Roxbury, Ver.  
also in serpentine at New Haven, Conn.

also at Hoboken, N. J.

0.9% in serpentine at

Texas, Pa. (Lancaster Co.)

at Nottingham and And Locks  
Chert Co., and West Chester  
Pennsylvania - Resol from ore.

Also at Mineral Hill, New town,  
Marple & Middle town, Delaware  
County, Pa -

In Maryland at Barr  
Hills, Croft town, Hartford Co.  
and also in north part  
of Cecil Co. - Md.

---

Crysolite at Waynesboro, Hargwood  
Co NC Contains according to  
Dr Geo B Hanna 0.15 Nickel oxide

---

Mineral right at Webster NC  
on 1000 tract 100 acres was  
purchased by Late Col W B Robison  
of Murfreesboro Tenn + A B Tavel  
of Nashville Tenn on N side of  
Duckasee + Capt CC Pinkney  
of Charleston SC purchased  
mineral right in the "Monticott +  
Fullbright tract" of between 500 + 600  
acres on south side -

Mr W M Bowron of Smith  
Pittsburg Tenn was engaged in  
2 or 3 yrs wk - Bowron was  
rich in gravel to sell out  
immense soap hardly used of Smith  
in his estate -

Emmons says - thin films of  
streak of Ni noticed by Bridgman's  
geol report near Webster are  
unimportant & do not constitute the  
valuable deposits. - The latter occur  
in the form of veins & are of 3 distinct  
species 1st a series of right running  
veins occupying fissures which are  
normal to planes of division that give  
a bedded aspect to the Crystalline  
rock 2nd these are numerous Counters  
veins striking obliquely & 3rd  
bedded veins located in planes  
of division, his opinion is that  
Counters & bedded veins will not  
be very productive but right  
running veins alone will yield  
considerable quantities of ore  
gangue. Soft hydrous magnesian  
mineral associated with  
absence of Vermiculite -  
& bedded veins ferruginous  
2nd



**Mining Exploration Company of New Jersey and Related Records  
Field Operations Notebook, N-02-00-00.1**

This undated notebook was probably used during January-March 1902. Most of it was used by John V. Miller and unidentified authors, but there are some notations by Edison, including instructions relating to the production of a recording device. The entries consist primarily of notes and lists pertaining to mining surveys, supplies, equipment, and field work assignments. Near the beginning of the book is a draft letter of agreement for the employment of dipping-needle operators. The pages are unnumbered, and the book has been used in both directions. Approximately 25 pages have been used.

Prospecting

Miller No. \_\_\_\_\_

Miller No. \_\_\_\_\_

Ore

Location

Date 1902

Remarks

Ore per Subject

JVM

No.

Instead of ore per Class -

Have rubber stamp -

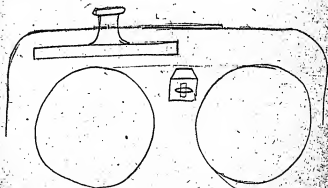
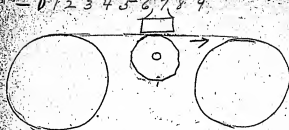
Sudbury Dist. Ont -

To

Con.

Lot

-0123456789



Revised  
Maps (Sunny) ✓  
(Gor)

Order 5

To county state & federal maps  
showing roads, streams, etc.  
on a large scale as possible  
U.S. Geo. Survey -

Geo. maps of Conn. & Mass.

Ontario Geo. Survey maps & reports.

Geologist or mineralogist.

Yale

Columbia

For Conn. & Mass. only - ✓

Salary - \$8000 per year \$3.5

To begin work 1<sup>st</sup> of April -

To go over country in advance

to locate likely ground, then

write Miller to locate extent

Sunny should come -

I, the undersigned, do hereby agree to act as "mole man" for ~~Frank~~ <sup>Mr.</sup> Edison or his representative during the season of 1902, from July 1 to Nov. 15 or thereabout in Canada.

- (1) To act through the entire season, or forfeit my expenses in returning home.
- (2) To give up the work for any person besides, except sickness, or am discharged for any willful neglect of duty.
- (3) That I shall abide by any necessary & reasonable regulations for the saving of one of the work.
- (4) That I shall receive \$2 per day <sup>(including supper)</sup> & all necessary <sup>travelling</sup> living expenses.
- (5) That I shall be allowed \$2.50 for clothing.
- (6) 5 days work shall count of 10 months <sup>other</sup> 10 hours of actual work.

Pres. of mine for Comm. --- ? Miller closed  
rept. 10/7/1910

Pay  $\frac{1}{2}$  per day and  $\frac{1}{2}$  living expenses.

Alto Sax 2nd

#25 will be a divorce in wages to parent's pension  
Pax... (if clothing)

Character of mark explained.  
Get notice for same for sale

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Up to 1000

Stinson

W. H. H. H.

100

man - Linda  
Crank

3. \_\_\_\_\_ *Helpm*

100



Survey in Connecticut: Main

Magnetic survey of all bodies of rock  
similar to that about Prospect Mountain  
(Porphyry containing hundreds of purple gold  
pieces)

Starting with Prospect Mt. -

Turning magnet 100' (?)

Turning magnet 100' apart.

Taking 20 readings -

Bar time (?)

Detail surveys 5' x 25'

When location of attraction, notify Mr.  
Hubbard to investigate owner, title, price  
then shaft to pump and rod -  
Bottom blanked for samples?

Song in Canada



Needles & compasses

Needles to be changed to read  $90^\circ$  & +  
deflections by same end of beam.

Holes stopped up - ✓

Support <sup>Order # 6</sup> made more free - ✓  
12 on hand.

Order new instruments to make up 18  
in all - ✓

Order # 11 - 12 on hand

Extra glasses - on hand -

" Gimbels

Tools for compasses - on hand -

Compasses - 18 in all - <sup>Order # 16</sup> 1 1/2 dozen  
3 on hand - or more

Recording device

One made as model -

To be of aluminum -

13 made in all -

To be supplied with belts, extra type,  
ink rollers, reels, paper etc.

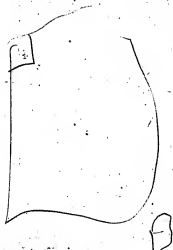
Necessary for Comm.

To be made immediately.

Put on extra man - (?) in f. O. room

Apparatus for winding reels -

OK - John want 6 by  
3<sup>rd</sup> April - put on extra men  
if necessary to get them  
ready - Edison



Miscellaneous -

Trade cards -  $\checkmark$  1 set, 2 in all - order

Hatchets & cars - " "

Counter (Banner) (filled) - 2 " "

Blew pipe outfit -

Specimens of mineral & rock from  
Forts of Philadelphia.

Notes books -

Recked paper (filled) (filled) - order

Small & large sample bags - order

Bills for recording machine - order

Sample clips (printed) (filled) - " "

Stamps for marking sample & articles - " "

Cardboard - filled

Developing outfit filled  
Tubing

Stationery

Trunk -

OK 11/12

Camping outfit - for Canada

Portable stove -

Order #9

Sleeping bags -

Tent -

Kitchen utensils -

Obituary

Boots

Shoes

Route Con.

Route Dist.

Underwear

Flannel shirt

Boat

Coat

Wool

Cashmere hat

Self

Yr necessary

bag socks

2 flannel shirt

1 soft hat

1 knife

Amn for games

Recessing for the Men

Exp. marks ✓

Con. for ✓

Rec. mark

Loose bag ✓

Hallid

Cartons ✓

General Messengers

Radio paper

Stationary

Stamps

Envelope

Exp.

Pen

Shipping tag

Radio

Amn

Tape

Office for the Men

Radio

Exp.

Radio

Radio

Radio

Radio

Radio

Radio

Radio

Radio

Packed in trunk -

1/2 x 7/8 Packed paper -  
E.L. Writing paper -  
Syl needle tool -  
Note books -  
Sample slip blanks -  
Envelopes -  
Pencils -  
Tags -  
Plads -  
Grater colors -  
Paper maps -  
7 Cantines  
8 sacks -  
3 Male Carles {Camp  
Recorder reel {Camera  
2. Two pack  
1. Red Cam  
5X 7 Camera - + 2  
1 Tripod -

2 pair rubber boots -

1 ball wine -

Camera films

Paste

Oil for boots

magnifying glass -

Fasteners

Jewels -

Hand transit

Miner's acid

Straps for recorder -

Books

Cash book -

Needle glasses -

Rifle & ammunition

Extractor

Terrangle

Plum &

magnet

Blank books

String box -



5250  
 150/2040 L17.6  
150  
 1140 16  
1050 9 min -  
 900  
900

Cascade

1/2 min 100' line  
 1/2 min mill corner 1200' single trip  
 2400' round  
 1/2 min 150' line  
 1/2 min mill corner 1800' single trip  
 3600' double

Necessary - 1 tent for supplies -  
1 " " 6 keep -  
2 " " kitchen

Equipment

Tents on hand -

|               |                 |
|---------------|-----------------|
| 14' x 20' - 1 | Cook - living - |
| 8' x 14' - 1  | Keep -          |
| 8' x 12' - 1  | Supplies -      |

mess -

8' x 14' - 2. Middle mess.

Cannanfly - for eating, living, read-  
ing, with a special fly curtain  
around stove -

One stove -

Men

Quinn ✓  
" ✓  
Brown ✓  
Dunn ✓  
Saddler ✓  
Dunn ✓  
Kinnaman ✓  
Flora ✓  
Riley ✓  
Hobbs ✓  
Turk ✓

For Ranger

Run traps, blankets etc ✓  
Get ~~some~~ cooking utensils ✓  
Add to them necessary for 20 men  
See to run traps ✓  
Get new blankets ✓  
Take small care for outfitments to  
factory & have it packed up with  
catch & polished.  
Go down to let J. W. Snyder &  
look over outfitment they feel old  
messing.  
See Tom, Ruchop & Shields -  
Engage conditionally, two more men

Mr. 495 in Montreal

Sacks - sample : large & small -  
Packing rolls  
Minsby flasks.  
Strips for recording machines  
Medicine chest.

To get at Cab

File -

Small hammer -

Punch block -

Screw driver -

Shut gun -

Rifle -

Blender for lenses - ✓

Glass for needles -

Compass -

Ring for needles -

To get in Seabury -  
Library parts  
Chord  
Writing material  
Gumder  
Whiskey  
Stout free envelopes -  
Stamps -

Supplies

700 min

- Dry needles ✓
- Compasses ✓
- Pac. Machines ✓
- Puls ✓
- Types ✓
- Extra springs ✓
- Loose bags ✓
- Hatchets ✓
- Canteens (?) ✓

General

- Police paper ✓
- Stationery ✓
- Envelope ✓
- Paper ✓
- Puls ✓
- Tape line ✓
- Meas. Tools ✓
- Appara. for use ✓
- Paper ribbon ✓
- Trays ✓
- Films ✓
- Transit (Census) ✓
- Maps -
- Sailing Dist.
- Terrain Hgt.
- Sample bags -
- Crimin.
- Sample Dist.
- Published Sp. Spec.
- S.M. No. -
- ✓ Pillsbury p. Col.
- Fishes -
- Herring, etc.
- Wet. books
- Cott. etc.
- Pillsbury

For min

General

Rec. Druggists -  
✓ Return. Post. book  
Extra. glass for  
Compasses -  
Rockets -  
Extra rings for  
muzzles -



Packed

Patrol paper -

7 Canteens

7 Lunch Sacks -

11 Shoulder Record. Straps -

Bunch of Town maps.

18 Rect. bills.

Ribbon paper -

Sample Sacks -

Packing " "

Trunk

8 Middle Cases -

16 Compasses -

Patrol

4 Boxes 38. Smokelins -

2 Propagators pins

51 Camera

Note books & Blankets

2 Boxes

~~Ammunition~~

5X7 films

Strong box

Ruler -

1 Counter -

2 Compasses -

1 VNA Stamp

[THIS BOOK WAS USED IN BOTH DIRECTIONS.  
THE FOLLOWING PAGES WERE FILMED FROM  
THE BACK END FORWARD.]

Lectures - Supplies Etc

Letter to U.S. Geological Survey -

" " Crinoidal Survey  
for topographical co. map

Men

Guide - Henry Ranger -  
Cook - Tom Gallagher -  
Helper - Reuben Sweeney -

Wells Men -

Sadler  
Dolan  
H. S. Breckin  
Up ton  
Epdyke -

At Mer + Gaylor go over ground  
in Can first running 500 ft  
line - SE + NW and noting the  
kinds of rock & deciding the  
limits of the survey.  
Then made men run 100' line  
& 20' readings.

**Mining Exploration Company of New Jersey and Related Records  
Field Operations Notebook, N-Undated. 41**

This undated notebook was used by Edison and an unidentified author, possibly during the years 1900-1902. It contains the results of ore analyses with notations concerning the presence of nickel oxide. The entries pertain to samples from Franklin, Huntingdon, and other counties in Pennsylvania. The pages are unnumbered, and the book has been used in both directions. Approximately 20 pages have been used.

Blount Furnace

Mt. Alto Furnace

Chamberlayne "

Richmond "

Carroll "

Franklin "

Marshall

Reynolds

Sumner

Carroll & Co

Big Pond Furnace

Carroll Furnace

Pine Grove Furnace

Marshall

Mass

Chambers

Fry

Hay

# Franklin County

|    |                       |                   |
|----|-----------------------|-------------------|
| 1  | ✓ Bowers Furnace Mine | 390 Co. O         |
| 3  | ✓ Mt Pleasant         | 200               |
| 4  | ✓ Beavers             | 130               |
| 5  | Jennings Jones        | 230               |
| 6  | ✓ Old Carrock         | 170 wash 280 Lump |
| 7  | ✓ Railroad bank       | 280 Co. O         |
| 8  | ✓ Geo Weisman         | 390               |
| 12 | ✓ Webster             | 570               |
| 13 | ✓ Stinger             | 390               |
| 14 | ✓ Garlic bank         | potassium 120     |
| 15 | ✓ McCleary            | 180               |
| 16 | ✓ Geo Rock            | 130               |
| 17 | ✓ Pass Orchard        | 190               |
| 19 | ✓ Mentzer             | 160               |
| 21 | ✓ Mill bank           | 240               |
|    | ✓ Mt Alto Iron Co     |                   |
| 22 | ✓ Mine 3              | 250               |
| 23 | ✓ " 4                 | 250               |
| 24 | ✓ " 5                 | 220               |
| 25 | ✓ " 8                 | 370               |
| 26 | ✓ Ben George          | 280               |
| 27 | ✓ John Small          | 260               |
| 28 | ✓ Chas Calliman       | 070               |
| 29 | ✓ Local Rock          | 160               |
| 30 | ✓ Bond No. 3 Bank     | 1070              |



Western side of the sheet

- 7m. Elgin Furys farm 2m. S.W.  
 2m. N.W. Richmond -  
 4m. " " "  
 13 1/2 " W. of Farmington, Ind. P.  
 14 1/2 " " " Shippensburg  
 14 1/2 " N.W. " "  
 Smith's house & shop 2m. N.W.  
 Square Spring 1m. E. of London  
 13 1/2 m. S.W. of St. Thomas

Franklin Co

- |    |                     |       |        |
|----|---------------------|-------|--------|
| 35 | English Mine        | • 230 | Co. 23 |
| 36 | Lyons Kiln          | • 170 | "      |
| 37 | Wittford            | • 050 | "      |
| 41 | Wiestling           | • 210 | "      |
| 47 | Old Southampton     | • 110 | "      |
| 48 | Ruby or Plaster     | • 080 | "      |
| 49 | Gochenauer - Plover | • 110 | "      |
| 50 | Means               | • 570 | "      |

- 47 - 3m. S. of Shippensburg - old mine  
 prop. owned by H. Steward Leland  
 near Taylor Ref.  
 48 - 3 1/2 m. S. of Supp near #47  
 49 - 3m. " in Clearing farm  
 near #47  
 50 - 3m. S.E. of " near #47

## Shippensburg

Old Shippensburg - <sup>remains of the original</sup>  
 St. Clementsburg - <sup>destroyed by the same</sup> ravine & cleared  
 Mammoth Bank (from Shippensburg) <sup>valley</sup>

Red Bank & Banks  
 River &c.

Shippensburg  
 Limestone & Trunking -

## Cumberland County

|                          |       |                    |
|--------------------------|-------|--------------------|
| 51 - John H. Crossler    | • 420 | Co. O <sub>2</sub> |
| 52 Leo Clever            | • 040 | "                  |
| 53 No 1 Clever           | • 230 | "                  |
| 53a "                    | • 280 | "                  |
| 59 Big Pond              | • 200 | "                  |
| 60 Old Peach orchard     | • 110 | "                  |
| 61 Pepper                | • 140 | "                  |
| South Mountain Mining Co |       |                    |
| 62 Wild cat              | • 240 | "                  |
| 63 Pinegrove             | • 130 | "                  |
| 64 Laurel No 2           | • 340 | "                  |
| 65 Laurel No 1           | • 520 | "                  |
| 66 Henry Clay No 3       | • 240 | "                  |
| 67 " No 2                | • 280 | "                  |
| 68 " No 1                | • 210 | "                  |
| 69 Diver tract           | • 230 | "                  |
| 71 Grove Wash ore        | • 260 | "                  |
| 71a " Lump ore           | • 170 | "                  |
| 73 Mt Holly Medlar       | • 360 | "                  |
| 73a "                    | • 230 | "                  |
| 74 Mullen                | • 160 | "                  |
| 75 Strickler             | • 260 | "                  |
| 76 Pepper                | • 290 | "                  |
| 77 Edgebank Lump         | • 180 | "                  |
| 77a " Wash               | • 170 | "                  |
| 78 Betty Hoover bank     | • 350 | "                  |
| 78a " Wash               | • 120 | "                  |

## York County

|                   |      |                                |
|-------------------|------|--------------------------------|
| 80 - Wolf         | •140 | Co <sub>2</sub> O <sub>2</sub> |
| 81. Heck          | •090 |                                |
| 82 Coover & Wolf  | •190 |                                |
| 83 CH Bender      | •170 |                                |
| 84 McCrucker & Co | •210 |                                |

## Stillburg Magnetites

|                        |      |                        |
|------------------------|------|------------------------|
| 85 Shelly & Stoffer    | •330 | Co <sub>2</sub> protex |
| 86 Bell                | 080  | Co <sub>2</sub> " "    |
| 87 Mc Clure            | 040  | " " "                  |
| 88 Longnecker all mine | •176 | " " "                  |
| 89 " New mine          | •160 | " " "                  |
| 90 Underwood           | •116 | " " "                  |
| 92 Logan S.S.          | •766 | Sulfur Co              |
| 93 Landis lower level  | •326 | Protox Co              |
| " Upper "              | •080 | " " "                  |

See page 48 Mineralogy  
Cabrillero Wad -  
little page 53

See M. p. 117 - T. p. 146 - New York  
p. 117 T. 130 - <sup>Wad</sup> <sup>Wad</sup> <sup>Wad</sup>  
p. 371 T. 246 - <sup>Wad</sup> <sup>Wad</sup> <sup>Wad</sup>

### Fulton Co.

1312 Trout - .310  $\text{Ca}_2\text{O}_3$   
(in Fulton Co., T<sub>2</sub>) Tada Tp.  
from east of road station.

### Blair Co.

379 - Patterson, S. W. T. 370  $\text{Ca}_2\text{O}_3$   
729 Baker " .116  
714 " " .102  
1003 Galbraith - Quin - .170  $\text{Ca}_2\text{O}_3$   
(in Sinking Valley - Morrison Co. Ind. T.)  
(Sup. 246 Blair Co.)

Man. Salts on E. Broad Sp. R.R.  
Institution at Mt. Union  
Del. Mrs. Bauld Creek  
Small workings

## Huntingdon Co.

563 - Mc Carthy 580  $\text{CO}_2\text{O}_2$   
(See Rep't 73 pg 116)  
Mr. 11-18-4  
Mfg. Co.

See also pg. 76 T.

Oct. 1890.

Go to Erdman's Limestone mine  
(#54) Snake Creek is two hundred ft  
higher than east side of Garden  
River - about 100 ft.

Sample #546 - ore  
#547 - clay -  
on side of pit.  
2 acres of pit shallow -  
ground level nearly level.  
Abundant - some Rhynchonella, Lingula.

Sample #548 - Limestone - N.R. 22.2.  
Between (Samuel) farm at  
Seymourville, Longmire Tp. - Berks

549 - 700 ore  
550 - blue  
551 - shale

## Lefhigh Co

301. <sup>Marioness mine -</sup>  
Lefhigh R.R. Co. Min. #390. Co.  
on L. & N. Map. 23.

A large deposit of ochreous  
Cobaltiferous Wad occurs  
according to Prof. Roesser (from Lefhigh  
near Lehigh Co. at the  
mine of the Phila. & Reading Coal & Ice Co.)

See p 54 of Mineralogy Penna. Rept.  
Especially Cornwall mine.

You will have to see MacIntosh to  
locate the above.

Like halloysite mineral

## Northampton Co

980 - Saxon Iron Co.  
in N. Y. Rd. Co. #3

• 140  $\text{Co}_2\text{O}_3$

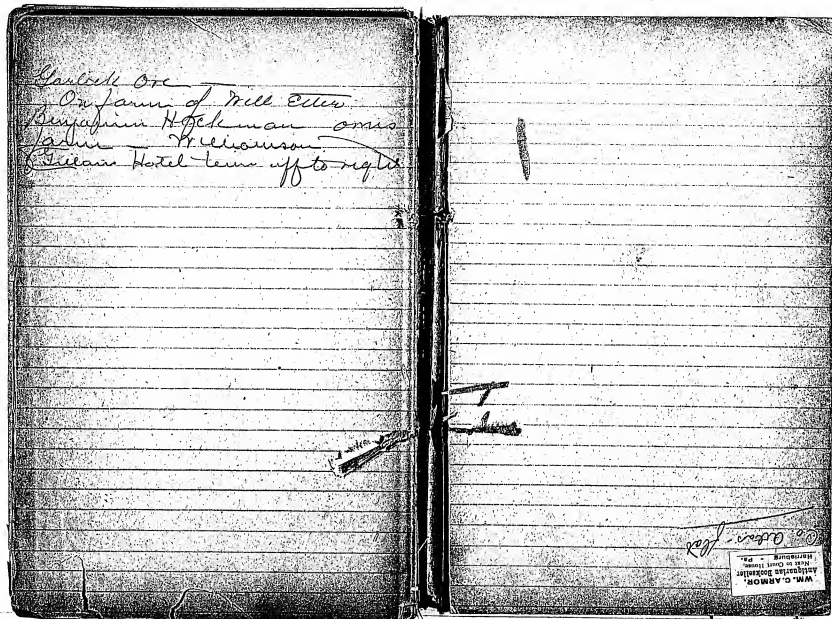
In Williams Township Ill. Co.

Cobaltiferous (had is found - see p 122)

"Mineralogy"

(see book of Clinton)

[THIS BOOK WAS USED IN BOTH DIRECTIONS.  
THE FOLLOWING PAGES WERE FILMED FROM  
THE BACK END FORWARD.]





**MINING EXPLORATION COMPANY OF NEW JERSEY  
AND RELATED RECORDS  
FINANCIAL RECORDS**

These records consist of a ledger and a journal, along with cash books, vouchers, check stubs, unbound statements, and other items relating to the financial affairs of MECNJ. Included are entries pertaining to the accounts of Edison, John V. Miller, and investors James Gaunt and Charles M. Schwab.

The ledger and journal, both of which cover the period 1902-1931, have been selected. The unselected documents include two cash books covering 1903-1907, with one additional entry from December 1928; and a check book for the years 1902-1903, with additional items from January 1917 and March 1926. Also not selected are several folders of loose items from 1901-1904 consisting primarily of Miller's accounts; vouchers pertaining to disbursements made by the Edison Storage Battery Co. against the Darby Mine account (1906); an undated list of sundry expenditures relating to the diamond drill; and miscellaneous trial balances and vouchers.

#### **Ledger (1902-1931)**

This ledger covers the period May 1902-December 1931. As the account book of final entry, it summarizes transactions relating to the prospecting activities of MECNU, including its capitalization and its rental of mining properties. Included are stock, cash, patent, and tax accounts; and accounts with Edison, John V. Miller, and investors James Gaunt and Charles M. Schwab. The company was largely inactive after 1903, but transactions were posted to many accounts through 1907. The legal expense account was active through 1920, while Edison's account and the general expense account were active through December 1931.

#### **Journal (1902-1931)**

This journal covers the period April 1902-December 1931. Chronological entries provide information about transactions posted to various accounts. There is only one entry per year from December 1910 through December 1931.

**Mining Exploration Company of New Jersey and Related Records  
Ledger (1902-1931)**

This ledger covers the period May 1902-December 1931. As the account book of final entry, it summarizes transactions relating to the prospecting activities of MECNJ, including its capitalization and its rental of mining properties. Included are stock, cash, patent, and tax accounts; and accounts with Edison, John V. Miller, and investors James Gaunt and Charles M. Schwab. The company was largely inactive after 1903, but transactions were posted to many accounts through 1907. The legal expense account was active through 1920, while Edison's account and the general expense account were active through December 1931. Inserted into the book are two loose pages consisting of draft balance sheets for February 1909 and December 1931. The cover is labeled "Ledger Mining Exploration Co of N.J. 1-108." The book contains 186 pages and an index; most of the pages are blank.

Analyzing Area 29

|                |     |
|----------------|-----|
| back Account   | 1   |
| Grave. P. I.   | 185 |
| Capital Stock. | 182 |

|                                      |     |
|--------------------------------------|-----|
| Debtors, Dunn <sup>2nd</sup> Bonetta | 179 |
| Dessau S.                            | 177 |

|                            |             |
|----------------------------|-------------|
| Edison Thomas A.           | 164-119-120 |
| Edison Storage Battery Co. | 185         |
| Exploration. Conn.         | 3-          |
| Exploration. Sudbury Mass. | 7           |
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| Edison Chemical Works      | 177.        |

|                    |     |
|--------------------|-----|
| Fraser. R. C.      | 184 |
| Fidelity Trust Co. | 181 |

ABCDEF G H

|               |     |
|---------------|-----|
| Hamm. James   | 186 |
| Hart. James   | 184 |
| Hobbs Expense | 19  |

|                   |     |
|-------------------|-----|
| Helem. John E.    | 188 |
| Hayes. Howard Dr. | 180 |

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Insurance % . 179.

Johnson's Property 182

Legal Expenses 182  
License and Rentals 141-131.

ABCDEFGHIJKL

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 Miller, John V. 138.  
 Miller, E. B. 181.

Hagan, Pa. Cinc broke 178.

Outfish, A. 15  
 Orange, L. Bromide Co. 180.  
 Oliver, Sam. Hiram Co. 179.

Pilling, Dr. S. 185  
 Pilger, H. M. 184  
 Pitkin, A. 183  
 Principal Treasurer, The Law 181-  
 Pothol, Poley, Cato Co. 178-

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Schub. C. M.

186

Treasury Stock  
Pages

183

27.

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Western Capitalization 25  
Western Roman Digits 150.

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# Cash Account

| 1902    |         |         | 1902     |         |         | 1902 |          |          |
|---------|---------|---------|----------|---------|---------|------|----------|----------|
| June 30 | To Cash | 1       | 1000 00  | July 31 | By Cash | 1    | 1000 00  |          |
| Aug 31  | To Cash | 2       | 14000 00 | Aug 31  | By Cash | 3    | 7398 81  |          |
| 1903    |         |         | 15000 00 |         |         |      |          |          |
| June 30 | "       | 16      | 14000 00 | Sept 30 | "       | 5    | 103 55   |          |
| June 30 | "       | 1900-76 | 21000 00 |         |         |      |          |          |
| Jan 31  | "       | 26      | 23       | Oct 31  | "       | 7    | 2388 50  |          |
|         |         | 1007-76 | 29053    | Nov 30  | "       | 9    | 1269 23  |          |
|         |         |         |          | Dec 31  | "       | 11   | 1046 35  |          |
|         |         |         |          | 1903    |         |      |          |          |
|         |         |         |          | Jan 31  | "       | 13   | 1226 57  |          |
|         |         |         |          | Feb 28  | "       | 15   | 501 80   | 4 43 30  |
|         |         |         |          | June 30 | "       | 17   | 4171 45  |          |
|         |         |         |          | July 31 | "       | 19   | 288 00   |          |
|         |         |         |          | Aug 31  | "       | 21   | 4000 00  |          |
|         |         |         |          | Sept 30 | "       | 23   | 3676 98  | 1 51 11  |
|         |         |         |          | Oct 30  | "       | 25   | 1800 00  | 1 50 00  |
|         |         |         |          | 1904    |         |      |          | 15 07 11 |
|         |         |         |          | Jan 31  | "       | 26   | 23 71    | 2 11 11  |
|         |         |         |          | 1905    |         |      |          | 2 11 11  |
|         |         |         |          | Dec 31  | "       | 28   | 29 21 11 | 2 11 11  |
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Thos. A. Edison Jr. by

## Encephalitis. Conn.

1902

|      |    |                  |   |     |    |
|------|----|------------------|---|-----|----|
| Apr  | 30 | Dr. J. V. Miller | 1 | 294 | 82 |
| May  | 31 | " " "            | 2 | 722 | 43 |
| June | 30 | " " "            | 3 | 762 | 82 |
| Oct  | 31 | Thos A. Echem    | 7 | 67  | 66 |
|      |    |                  |   | 14  | 47 |
|      |    |                  |   |     | 75 |

## Exploration Seldby District

1902

|      |    |                 |    |       |    |
|------|----|-----------------|----|-------|----|
| July | 31 | Dr J. V. Miller | 4  | 1319  | 74 |
| Aug  | 31 | " " "           | 5  | 1236  | 06 |
| Sept | 30 | " " "           | 6  | 1367  | 77 |
| Oct  | 31 | " Geo A. Edison | 7  | 29    | 11 |
| "    | 31 | " J. V. Miller  | 7  | 630   | 90 |
| Dec  | 31 | " E. B. "       | 9  | 24    | 00 |
| "    | 31 | " J. V. Miller  | 9  | 3422  | 94 |
| Jan  | 31 | " " "           | 10 | 11    | 32 |
| Feb  | 28 | " Lundgren      | 11 | 520   | 18 |
| Mar  | 31 | " "             | 12 | 156   | 71 |
| Apr  | 30 | " "             | 13 | 186   | 98 |
| May  | 31 | " "             | 14 | 834   | 11 |
| June | 30 | " "             | 15 | 1440  | 11 |
| July | 31 | " "             | 16 | 832   | 33 |
| Aug  | 31 | " "             | 17 | 2546  | 92 |
| Sept | 30 | " "             | 18 | 1378  | 93 |
| Oct  | 31 | " "             | 19 | 1728  | 71 |
| Nov  | 30 | " "             | 20 | 1258  | 34 |
| Dec  | 30 | " "             | 21 | 603   | 72 |
| Jan  | 31 | " "             | 22 | 806   | 63 |
| Feb  | 28 | " "             | 23 | 2173  | 84 |
| Mar  | 31 | " "             | 24 | 1451  | 15 |
| Apr  | 30 | " "             | 25 | 1414  | 30 |
| May  | 31 | " "             | 26 | 1117  | 39 |
| June | 30 | " Geo A. Edison | 27 | 104   | 80 |
| July | 31 | " Lundgren      | 31 | 46    | 11 |
|      |    |                 |    | 26643 | 07 |

## Outfit Account

1902

|      |    |                 |    |           |
|------|----|-----------------|----|-----------|
| July | 31 | To J. V. Miller | 4  | 36.03     |
| Aug  | 31 | " " "           | 5  | 18.70     |
| Sep  | 30 | " " "           | 6  | 143.20    |
| Oct  | 31 | Pho A. Egan     | 7  | 856.64    |
| "    | 31 | J. V. Miller    | 7  | 31.58     |
| Dec  | 31 | " " "           | 9  | 19.00     |
| 1903 |    |                 |    |           |
| Jan  | 31 | " " "           | 10 | 22.80     |
| Feb  | 28 | " Sundries      | 11 | 14.27 1/2 |
| Mar  | 31 | "               | 12 | 66.05     |
|      |    |                 | 12 | 155.24    |
| May  | 31 | "               | 14 | 124.05    |
| June | 30 | "               | 15 | 2233.92   |
| July | 31 | "               | 16 | 36.23     |
| Aug  | 31 | "               | 17 | 3492.65   |
| Sep  | 30 | "               | 18 | 316.17    |
| Oct  | 31 | J. V. Miller    | 19 | 782.43    |
|      |    |                 | 19 | 198.25    |
| Nov  | 30 | " " "           | 20 | 13.75     |
| Dec  | 30 | " Sundries      | 21 | 1864.69   |
| 1904 |    |                 |    |           |
| Jan  | 31 | "               | 22 | 612.78    |
| Feb  | 28 | "               | 23 | 62.00     |
| Mar  | 31 | "               | 24 | 140.00    |
| Apr  | 30 | "               | 25 | 46.50     |
| Aug  | 30 | Pho A. Egan     | 28 | 1009.53   |
|      |    |                 |    | 11449.73  |

1904

|      |    |                 |    |         |
|------|----|-----------------|----|---------|
| Aug  | 31 | To J. V. Miller | 26 | 120.00  |
| Sept | 31 | " Sundries      | 27 | 23.17   |
| Dec  | 31 | " J. V. Miller  | 43 | 2229.34 |
|      |    |                 |    | 2352.51 |



## Kutaw Explorations

1902

|        |    |                |   |     |    |
|--------|----|----------------|---|-----|----|
| Oct 31 | To | Pres A. Edison | 7 | 125 | 00 |
|--------|----|----------------|---|-----|----|

1903

Paves

|        |                 |    |          |
|--------|-----------------|----|----------|
| Oct 31 | To J. S. Miller | 19 | 27 33    |
| Dec 31 | " " " "         | 21 | 260 00   |
| 1904   | " " " "         | 28 | 252 33   |
| Apr 30 | " " " "         | 31 | 277 91   |
| Jul 31 | " " " "         | 34 | 27 33    |
| Oct 31 | Phos A. Elham   | 36 | 250 00   |
| 1905   | " " " "         | 39 | 100      |
| Mar 31 | " " " "         | 41 | 251 00   |
| 1906   | " " " "         | 46 | 1344 32  |
| Dec 31 | " " " "         | 47 | 177 82   |
| 1907   | " " " "         | 48 | 161 31   |
| Dec 31 | " " " "         | 48 | 500      |
| 1908   | " " " "         | 49 | 2111 13  |
| Dec 31 | " " " "         | 50 | 500      |
| 1909   | " " " "         | 50 | 284 65   |
| Dec 31 | " " " "         | 51 | 492 31   |
| 1910   | " " " "         | 52 | 172 11   |
| Dec 31 | " " " "         | 53 | 23 72    |
| 1911   | " " " "         | 53 | 116 20   |
| Dec 31 | " " " "         | 54 | 116 20   |
| 1912   | " " " "         | 56 | 30 14 15 |
| Dec 31 | " " " "         | 56 | 165 88   |
| 1913   | " " " "         | 57 | 165 69   |
| Dec 31 | " " " "         | 58 | 174 12   |
| 1914   | " " " "         | 59 | 177 00   |
| Dec 31 | " " " "         | 60 | 177 00   |
| 1915   | " " " "         | 61 | 275 00   |
| Dec 31 | " " " "         | 62 | 187 00   |
| 1916   | " " " "         | 63 | 207 00   |
| Dec 31 | " " " "         | 64 | 215 00   |
| 1917   | " " " "         | 65 | 215 00   |
| Dec 31 | " " " "         | 66 | 215 00   |
| 1918   | " " " "         | 67 | 215 00   |
| Dec 31 | " " " "         | 67 | 215 00   |





Mrs. A. E. Dean

1903

|        |      |                    |    |           |                             |              |
|--------|------|--------------------|----|-----------|-----------------------------|--------------|
| Oct 31 | 1903 | Per Ore Analysis   | 19 | 476       | Jan folio 164               | 4900.02      |
| Jan 18 | 1904 | Cash               | 27 | 23 17     | Dec 30 By Sundries          | 21 3249.62   |
| Feb 27 | 1904 | Johann Mire August | 45 | 175 10 00 | Jan 31 " "                  | 22 2340.62   |
|        |      | To Folio 120       |    | 23 917 25 | Feb 28 " "                  | 23 2230.95   |
|        |      |                    |    | 24 946 25 | Mar 31 " "                  | 24 1800.00   |
|        |      |                    |    |           | Apr 30 " "                  | 25 1800.02   |
|        |      |                    |    |           | May 31 " "                  | 26 748.35    |
|        |      |                    |    |           | June 30 " Rpts in Canada    | 27 104.80    |
|        |      |                    |    |           | Aug 31 " Sundries           | 28 1261.86   |
|        |      |                    |    |           | Oct 31 " Rent Rpts          | 29 100       |
|        |      |                    |    |           | Apr 30 " Sundries           | 30 270.00    |
|        |      |                    |    |           | June 30 " "                 | 31 250.00    |
|        |      |                    |    |           | Sept 30 " "                 | 32 358.00    |
|        |      |                    |    |           | Jan 31 " Legal Rpts         | 33 367.94    |
|        |      |                    |    |           | Feb 28 " Sundries           | 34 75.73     |
|        |      |                    |    |           | Mar 31 " License & Rentals  | 35 165.00    |
|        |      |                    |    |           | June 30 " Taxes             | 36 250.00    |
|        |      |                    |    |           | July 31 " Sundries          | 37 110.00    |
|        |      |                    |    |           | Aug 31 " License & Rentals  | 38 72.00     |
|        |      |                    |    |           | Nov 31 " Taxes              | 39 12.00     |
|        |      |                    |    |           | Apr 30 " License & Rentals  | 40 72.00     |
|        |      |                    |    |           | June 30 " Sundries          | 41 293.00    |
|        |      |                    |    |           | Sept 30 " License & Rentals | 42 240.00    |
|        |      |                    |    |           | 1908                        | 20752.91     |
|        |      |                    |    |           | Feb 29 " "                  | 43 72.00     |
|        |      |                    |    |           | Feb 27 " "                  | 44 20752.91  |
|        |      |                    |    |           | Feb 27 " "                  | 45 20752.91  |
|        |      |                    |    |           | Dec 31 " Sundries           | 46 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 47 493.91    |
|        |      |                    |    |           | Dec 31 " "                  | 48 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 49 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 50 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 51 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 52 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 53 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 54 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 55 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 56 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 57 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 58 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 59 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 60 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 61 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 62 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 63 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 64 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 65 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 66 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 67 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 68 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 69 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 70 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 71 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 72 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 73 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 74 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 75 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 76 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 77 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 78 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 79 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 80 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 81 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 82 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 83 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 84 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 85 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 86 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 87 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 88 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 89 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 90 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 91 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 92 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 93 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 94 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 95 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 96 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 97 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 98 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 99 20752.91  |
|        |      |                    |    |           | Dec 31 " "                  | 100 20752.91 |



*Green and Rentals*

|         |                 |      |         |
|---------|-----------------|------|---------|
| 1901    | From folio 1st. | 3968 | 59      |
| Jan 31  | To Lindner      | 22   | 100 00  |
| May 31  | " "             | 26   | 216 00  |
| July 31 | " "             | 30   | 270 00  |
| Sept 30 | " "             | 31   | 50 00   |
| 1906    | To A. C. Edman  | 32   | 58 00   |
| Nov 31  | " "             | 35   | 165 00  |
| Dec 31  | " "             | 37   | 87 00   |
| Jan 31  | " "             | 38   | 72 00   |
| Apr 30  | " "             | 40   | 72 00   |
| June 30 | " "             | 41   | 42 00   |
| Sept 30 | " "             | 42   | 24 00   |
| 1908    | " "             | 43   | 512 59  |
| Feb 29  | " "             | 44   | 579 20  |
| 1909    | " "             | 45   | 579 20  |
| Mar 27  | " "             | 45   | 210 00  |
| Dec 31  | " "             | 46   | 540 65  |
| 1910    | " "             | 46   | 210 00  |
| Dec 31  | " "             | 47   | 770 00  |
| 1911    | " "             | 47   | 770 00  |
| Dec 31  | " "             | 48   | 770 00  |
| 1912    | " "             | 48   | 660 00  |
| Dec 31  | " "             | 49   | 1330 00 |

John L. Miller

| 1902    |                       | 1902 |          |
|---------|-----------------------|------|----------|
| Aug 31  | To P. A. Edman        | 4    | 3398 81  |
| 20      | To Cash               | 3    | 2000 00  |
| 27      | "                     | 3    | 2000 00  |
| 27      | "                     | 7    | 2888 50  |
| Dec 22  | "                     | 11   | 24 00    |
| " 22    | "                     | 11   | 409 65   |
| 24      | "                     | 11   | 30 20    |
| Jan 3   | "                     | 13   | 3 00     |
| " 26    | "                     | 13   | 33 57    |
| " 18    | "                     | 13   | 150 00   |
| June 12 | "                     | 17   | 2000 00  |
| July 31 | To P. A. Edman        | 16   | 3269 44  |
| Aug 7   | To Cash               | 21   | 2000 00  |
| " 31    | "                     | 21   | 2000 00  |
| Sept 29 | "                     | 23   | 2000 00  |
| Oct 30  | "                     | 25   | 1800 00  |
| Dec 30  | " Sundries            | 21   | 1105 00  |
| Jan 31  | "                     | 22   | 2200 00  |
| Feb 28  | "                     | 23   | 2225 00  |
| Mar 31  | "                     | 24   | 1800 00  |
| Apr 30  | "                     | 25   | 1800 00  |
| May 31  | To Cash               | 26   | 130 00   |
| " 31    | " Sundries            | 26   | 7000 00  |
|         |                       |      | 33441 17 |
| Apr 30  | To L. P. Hartman, Com | 1    | 294 82   |
| May 31  | " Sundries            | 2    | 740 43   |
| June 30 | "                     | 3    | 937 82   |
| July 31 | "                     | 4    | 1355 77  |
| Aug 31  | "                     | 5    | 1254 76  |
| Sept 30 | "                     | 6    | 1510 97  |
| Oct 31  | "                     | 7    | 662 45   |
| Dec 31  | " Insurance           | 9    | 24 00    |
| " 31    | " Lease               | 9    | 30 20    |
| " 31    | " Sundries            | 9    | 3441 94  |
| Jan 31  | "                     | 10   | 36 57    |
| Feb 28  | "                     | 11   | 589 70   |
| Mar 31  | "                     | 12   | 163 27   |
| Apr 30  | "                     | 13   | 456 95   |
| May 31  | "                     | 14   | 1095 38  |
| June 30 | "                     | 15   | 1574 75  |
| July 31 | "                     | 16   | 853 15   |
| Aug 31  | "                     | 17   | 2788 50  |
| Sept 30 | "                     | 18   | 1722 75  |
| Oct 31  | "                     | 19   | 1954 29  |
| Nov 30  | "                     | 20   | 1276 99  |
| Dec 30  | "                     | 21   | 723 12   |
| Jan 31  | "                     | 22   | 2877 76  |
| Feb 28  | "                     | 23   | 2492 17  |
| Mar 31  | "                     | 24   | 1591 15  |
| Apr 30  | "                     | 25   | 1460 80  |
| May 31  | "                     | 26   | 1391 07  |
| June 30 | "                     | 31   | 150 52   |
|         |                       |      | 33432 05 |

*Lease and Rentals*

1902

|      |    |                 |    |          |
|------|----|-----------------|----|----------|
| Dec  | 31 | To J. V. Miller | 9  | 30 20    |
| "    | 31 | " " " " "       | 9  | 558 50   |
| Jan  | 31 | " " " " "       | 10 | 780 00   |
| "    | 31 | " J. V. Miller  | 10 | 1 05     |
| "    | 31 | " " " " "       | 10 | 24 00    |
| Feb  | 28 | " " " " "       | 11 | 80 80    |
| Mar  | 31 | " " " " "       | 12 | 1 50 00  |
| Apr  | 30 | " " " " "       | 13 | 821 55   |
| May  | 31 | " " " " "       | 14 | 388 00   |
| Jun  | 30 | " " " " "       | 16 | 25 00    |
| July | 31 | " " " " "       | 17 | 50 00    |
| Sept | 30 | " " " " "       | 18 | 316 61 0 |
|      |    |                 |    | 3468 59  |

To folio 121

3968 59

3968 59

Thomas A. Edison

1902

1902

[illegible]

Legal Expense

|        |                    |   |      |    |
|--------|--------------------|---|------|----|
| 1917   | from folio 18v     |   | 1432 | 62 |
| Dec 81 | to Thos. G. Edison | ✓ | 1432 | 65 |
| 1918   | "                  |   | 1432 | 67 |
| Dec 81 | "                  | ✓ | 1432 | 68 |
| 1919   | "                  |   | 1432 | 69 |
| Dec 81 | "                  | ✓ | 1432 | 70 |

## Edison Chemical Works

| 1906    |             | 1907 |                |
|---------|-------------|------|----------------|
| July 31 | To Luncheon | 37   | 23 17          |
|         |             |      | Jan 18 By Cash |
|         |             |      | 26             |
|         |             |      | 23 17          |

S. Dessau

| 1903    |         |            | 1903   |             |            |
|---------|---------|------------|--------|-------------|------------|
| Sept 16 | To Cash | 23 1215.00 | Aug 31 | By Sundries | 17 1215.00 |



Edison Knfg. Co.  
1903

|         |         |    |     |         |             |    |     |
|---------|---------|----|-----|---------|-------------|----|-----|
| Sept 30 | To Cash | 23 | 100 | July 31 | By Sundries | 16 | 100 |
|---------|---------|----|-----|---------|-------------|----|-----|

Postal Telg- Cable Co.  
1903

|         |         |    |    |         |             |    |    |
|---------|---------|----|----|---------|-------------|----|----|
| Sept 30 | To Cash | 23 | 65 | July 31 | By Sundries | 16 | 65 |
|---------|---------|----|----|---------|-------------|----|----|

New Jersey & Pennsylvania Concentrating Works  
1903

|        |           |    |         |        |             |    |         |
|--------|-----------|----|---------|--------|-------------|----|---------|
| Dec 31 | To Cash % | 43 | 2229 34 | Aug 31 | By Sundries | 17 | 2229 34 |
|--------|-----------|----|---------|--------|-------------|----|---------|

Oliver Iron Mining Co.  
1903

|         |         |    |         |         |             |    |         |
|---------|---------|----|---------|---------|-------------|----|---------|
| June 27 | To Cash | 17 | 2171 45 | June 30 | By Sundries | 15 | 2171 45 |
|---------|---------|----|---------|---------|-------------|----|---------|

Dunbar, Dunn & Bonetree  
1903

|         |                |    |        |         |             |    |        |
|---------|----------------|----|--------|---------|-------------|----|--------|
| Feb 21  | To Cash        |    | 381 80 | Feb 25  | By Sundries | 11 | 381 80 |
| July 24 | " "            | 19 | 288 00 | Apr 30  | " "         | 13 | 551 55 |
| " 31    | " Wm A. Edison | 16 | 551 55 | May 31  | " "         | 14 | 288 00 |
| Sept 30 | " Cash         | 23 | 202 49 | Sept 30 | " "         | 18 | 202 49 |
| Jan 31  | " Sundries     | 22 | 120 00 | Dec 30  | " "         | 21 | 120 00 |
| May 31  | " "            | 26 | 45 00  | May 31  | " "         | 26 | 45 00  |

Insurance %  
1902

|         |                 |    |       |
|---------|-----------------|----|-------|
| Dec 31  | To J. V. Butler | 9  | 24 00 |
| Jan 31  | " Sundries      | 22 | 13 50 |
| June 30 | " "             | 31 | 13 50 |
|         |                 |    | 51 00 |

.. Howard W. Hayes 1902

1903

1902

|         |         |    |     |     |         |                  |   |     |     |
|---------|---------|----|-----|-----|---------|------------------|---|-----|-----|
| Sept 20 | To Cash | 23 | 257 | 119 | Sept 30 | By Legal Expense | 6 | 257 | 119 |
|---------|---------|----|-----|-----|---------|------------------|---|-----|-----|

Orange Chronicle Cyl  
1902

1903

1902

|      |    |         |    |     |      |    |                   |   |     |
|------|----|---------|----|-----|------|----|-------------------|---|-----|
| Sept | 30 | To Cash | 23 | 925 | Sept | 31 | By Hotel Refrence | 7 | 925 |
|------|----|---------|----|-----|------|----|-------------------|---|-----|

Western Union Telegraph Co  
1905

1903

1906

[illegible]

The Honorable The Provincial Treasurer,  
1902.

1902

1902

|     |    |            |    |        |     |    |                 |    |        |
|-----|----|------------|----|--------|-----|----|-----------------|----|--------|
| Dep | 5  | To Cash    | 11 | 558 50 | Drw | 31 | By L. L. L. 1/2 | 9  | 558 50 |
| Jan | 26 | "          | 13 | 780 00 | Jan | 31 | "               | 10 | 780 00 |
| "   | 31 | "          | 13 | 260 00 | "   | 31 | "               | 10 | 260 00 |
| Ret | 17 | "          | 15 | 120 00 | Ret | 28 | " L. L. L.      | 11 | 120 00 |
| Apr | 30 | " L. L. L. | 30 | 270 00 | Apr | 30 | "               | 30 | 270 00 |

E. B. Miller

1902

1902

|     |   |         |    |       |     |    |                   |   |       |
|-----|---|---------|----|-------|-----|----|-------------------|---|-------|
| Dec | 5 | To Cash | 11 | 24 00 | Dec | 31 | By Life Insurance | 9 | 24 00 |
|-----|---|---------|----|-------|-----|----|-------------------|---|-------|

Fidelity Trust Co

1902

1907

|      |    |         |   |        |     |    |                   |   |        |
|------|----|---------|---|--------|-----|----|-------------------|---|--------|
| Sept | 24 | To Cash | 5 | 100 00 | Aug | 31 | By Legal Expenses | 5 | 100 00 |
|------|----|---------|---|--------|-----|----|-------------------|---|--------|

## Capital Stock

1902

|         |                   |   |           |
|---------|-------------------|---|-----------|
| June 16 | By Treasury Stock | 3 | 250000.00 |
|---------|-------------------|---|-----------|

Patent  $\frac{1}{2}$ 

1902

|         |                   |    |           |
|---------|-------------------|----|-----------|
| June 16 | To Phil A. Edison | 3  | 250000.00 |
| Aug 13  | " " "             | 5  | 6000.00   |
| May 25  | " " "             | 14 | 6000.00   |

1902

|        |                   |   |           |
|--------|-------------------|---|-----------|
| July 2 | By Treasury Stock | 4 | 249600.00 |
|--------|-------------------|---|-----------|

## Johnson Mine Property

1902

|         |                 |    |        |
|---------|-----------------|----|--------|
| June 30 | To J. V. Miller | 3  | 175.00 |
| Dec 7   | By J. A. Edison | 45 | 175.00 |

## Treasury Stock Held by Fidelity Trust Co

1902

|         |                        |   |           |
|---------|------------------------|---|-----------|
| June 16 | To Capital Stock       | 3 | 250000.00 |
| July 2  | " Patent $\frac{1}{2}$ | 4 | 249600.00 |

1902

|         |                  |    |           |
|---------|------------------|----|-----------|
| June 16 | By Sundries      | 3  | 1000.00   |
| July 2  | " Phil A. Edison | 4  | 249600.00 |
| Aug 13  | " Sundries       | 5  | 2000.00   |
| May 25  | " " "            | 14 | 2000.00   |

## Legal Expenses

1902

|         |                       |    |        |
|---------|-----------------------|----|--------|
| Aug 31  | To Fidelity Trust Co. | 5  | 100.00 |
| Sept 30 | " H. W. Taylor        | 6  | 251.49 |
| Oct 31  | " Phil A. Edison      | 7  | 25.00  |
| Nov 30  | " Sundries            | 21 | 120.00 |
| Dec 31  | " "                   | 26 | 102.68 |
| Jan 31  | " "                   | 31 | 13.00  |
| Feb 28  | " Phil A. Edison      | 32 | 300.00 |
| Mar 31  | " "                   | 33 | 347.94 |
| Apr 30  | " "                   | 34 | 122.45 |
| May 31  | " "                   | 35 | 122.45 |
| Jun 30  | " "                   | 36 | 122.45 |
| Jul 31  | " "                   | 37 | 122.45 |
| Aug 31  | " "                   | 38 | 122.45 |
| Sept 30 | " "                   | 39 | 122.45 |
| Oct 31  | " "                   | 40 | 122.45 |
| Nov 30  | " "                   | 41 | 122.45 |
| Dec 31  | " "                   | 42 | 122.45 |

## John E. Helm

1902

|         |                        |   |        |
|---------|------------------------|---|--------|
| June 16 | To Stock $\frac{1}{2}$ | 3 | 300.00 |
|---------|------------------------|---|--------|

1902

|         |         |   |        |
|---------|---------|---|--------|
| June 16 | By Cash | 1 | 300.00 |
|---------|---------|---|--------|

Wm Pelzer

1902

1902

|         |          |   |        |         |         |   |        |
|---------|----------|---|--------|---------|---------|---|--------|
| June 16 | To Stock | 3 | 400.00 | June 16 | By Cash | 1 | 400.00 |
|---------|----------|---|--------|---------|---------|---|--------|

R. C. Fischer

1902

1902

| 1902    |          |   |     |    |
|---------|----------|---|-----|----|
| June 16 | To Stock | 3 | 300 | 00 |
| June 16 | By Cash  | 1 | 300 | 00 |

James Gayley 1992

1902

1962

|                      |    |       |    |      |    |                      |    |      |    |      |    |
|----------------------|----|-------|----|------|----|----------------------|----|------|----|------|----|
| Aug 13 <sup>03</sup> | To | brock | 5  | 2000 | 00 | Aug 15 <sup>03</sup> | By | Cash | 2  | 2000 | 00 |
| 25                   | "  | "     | 14 | 2000 | 00 | June 11              | "  | "    | 16 | 2000 | 00 |

T. J. Crane

1902

1902

|        |          |    |        |        |         |    |        |
|--------|----------|----|--------|--------|---------|----|--------|
| Aug 13 | To Stock | 5  | 800 00 | Aug 15 | By Cash | 2  | 800 00 |
| 25     | " "      | 14 | 800 00 | 16     | " "     | 16 | 800 00 |
|        |          |    | -      |        |         |    |        |

Dr. S. Pilling

1902

1903

|        |          |    |        |         |         |    |        |
|--------|----------|----|--------|---------|---------|----|--------|
| Aug 13 | To Stock | 5  | 800 00 | Aug 15  | By Cash | 2  | 800 00 |
| May 25 | " "      | 14 | 800 00 | June 11 | " "     | 16 | 800 00 |

Edison Storage Battery Co.  
1902

1902

1902

|      |    |                |    |          |                       |         |    |         |
|------|----|----------------|----|----------|-----------------------|---------|----|---------|
| Aug  | 31 | To J. H. Brown | 2  | 18 00    | Aug 15 <sup>th</sup>  | By Cash | 2  | 4000 00 |
| Aug  | 13 | " Stock a/c    | 5  | 4000 00  | June 11 <sup>th</sup> | " "     | 16 | 4000 00 |
| Aug  | 25 | " " "          | 14 | 4000 00  |                       |         |    | 20      |
| "    | 31 | " " "          | 14 | 86 00    |                       |         |    |         |
| June | 30 | " " "          | 15 | 72 17    |                       |         |    |         |
| Aug  | 31 | " " "          | 17 | 158 83   |                       |         |    |         |
| Sept | 30 | " " "          | 18 | 27 65    | 332 65                |         |    |         |
| Nov  | 30 | " " "          | 20 | 833 76 5 |                       |         |    |         |
| "    | 31 | " " "          | 21 | 44 0     |                       |         |    |         |
| Dec  | 31 | " " "          | 21 | 127 95   |                       |         |    |         |
| 1901 | 31 | " " "          | 22 | 1244 85  |                       |         |    |         |
| Feb  | 28 | " " "          | 23 | 254 83   |                       |         |    |         |
|      |    |                |    | 10668 11 | 2666 8                |         |    |         |

L. M. Schwab

1902

|        |    |       |    |         |         |         |    |         |
|--------|----|-------|----|---------|---------|---------|----|---------|
| Aug 13 | 50 | Stock | 5  | 5000.00 | Aug 15  | By Cash | 2  | 5000.00 |
| May 25 | "  | "     | 14 | 5000.00 | June 11 | " "     | 16 | 5000.00 |

James Lamb

1902

|        |    |       |    |        |         |         |    |        |
|--------|----|-------|----|--------|---------|---------|----|--------|
| Aug 13 | 50 | Stock | 5  | 600.00 | Aug 15  | By Cash | 2  | 600.00 |
| May 25 | "  | "     | 14 | 600.00 | June 11 | " "     | 16 | 600.00 |

L. S. Mallory

1902

|         |    |            |    |        |         |                |    |        |
|---------|----|------------|----|--------|---------|----------------|----|--------|
| Aug 13  | 50 | Stock      | 5  | 400.00 | Aug 15  | By Cash        | 2  | 400.00 |
| Sept 27 | "  | Cash       | 5  | 355    | Sept 30 | " Rent Expense | 6  | 355    |
| May 25  | "  | Deer Stock | 14 | 400.00 | June 11 | " Cash         | 16 | 400.00 |

Feb. 1909

## Mining &amp; Exploration Co. of New Jersey

|           |           |                         |           |
|-----------|-----------|-------------------------|-----------|
| ✓         | 102.76    | Coal Account            |           |
| ✓         | 1847.73   | Exploration - Gen       |           |
| ✓         | 26643.07  | Sudbury Dist.           |           |
| ✓         | 9117.22   | Capital Account         |           |
| ✓         | 2135.1    | General Expense         |           |
| ✓         | 125.02    | Western Exploration     |           |
| ✓         | 1246.92   | Jan                     |           |
| ✓         | 615.02    | Analyzing Costs         |           |
|           |           | Thos. A. Edison         | 20831.98  |
| ✓         | 4206.79   | Trans. & Freight        |           |
| ✓         | 35.12     | John V. Mueller         |           |
| ✓         | 51.00     | Insurance Co            |           |
|           |           | Capital Stock           | 250000.00 |
| ✓         | 12573.6   | Legal Expenses          |           |
| ✓         | 14420.00  | Patent Co               |           |
| ✓         | 209620.02 | Mining Right Stock      |           |
| ✓         | 20666.8   | Edison Storage Bat. Co. |           |
| 270831.98 |           |                         | 270831.98 |

## General Ledger Mining &amp; Expln. Co. of N. J. Dec. 31, 1931

|   |           |                            |           |
|---|-----------|----------------------------|-----------|
| ✓ | 1847.73   | Exploration - Gen          |           |
| ✓ | 26643.07  | - Sudbury District         |           |
| ✓ | 9117.22   | Capital Stock              |           |
| ✓ | 3947.2    | General Expense            |           |
| ✓ | 125.00    | Western Exploration        |           |
| ✓ | 5568.5    | Jan                        |           |
| ✓ | 615.04    | Analyzing Costs            |           |
|   |           | Thos. A. Edison            | 26081.00  |
| ✓ | 6174.59   | Trans. & Freight           |           |
| ✓ | 35.12     | John V. Mueller            |           |
| ✓ | 14420.00  | Legal Expense              |           |
| ✓ | 51.00     | Insurance Co               |           |
|   |           | Capital Stock              | 250000.00 |
| ✓ | 12400.00  | Patent Co                  |           |
| ✓ | 209600.00 | Mining Stock               |           |
| ✓ | 20666.8   | Edison Storage Battery Co. |           |
| ✓ | 271081.00 |                            | 271081.00 |

**Mining Exploration Company of New Jersey and Related Records  
Journal (1902-1931)**

This journal covers the period April 1902-December 1931. Chronological entries provide information about transactions posted to various accounts. There is only one entry per year from December 1910 through December 1931. Inserted into the book are three loose pages containing a summary of MECNJ's account with Edison from March 1909 through December 1931. The cover is labeled "Journal Mining Exploration Co. of New Jersey 1-108." The book contains 200 numbered pages; it has been used to page 67.

Orange, N. J. April, 1902.

| 30       |                           |      |         |
|----------|---------------------------|------|---------|
| Under 3. | Exploration Com.          | 294. | 82      |
| 1, 198   | To John H. Miller         |      | 294. 82 |
|          | Summis as per Voucher # 1 |      |         |



Orange b.f. May 1902

| Voucher # | Description                | 31     |        |
|-----------|----------------------------|--------|--------|
|           |                            |        |        |
| 133       | Lundris To J. V. Miller    |        | 740.43 |
| 135       | Edison Storage Battery Co. | 18.00  |        |
| 3         | Capitation. Conn.          | 722.43 |        |
| x         | Lundris as per Voucher # 2 |        |        |

Orange b.f. June 1902

| Voucher # | Description                                  | 16       |           |
|-----------|--|----------|-----------|
|           |  |          |           |
| 133       | Catunk 96                                    | 25000.00 |           |
| 144       | To Thomas A. Edison                          |          | 250000.00 |
| x         | Amount due Mr. Edison for assignments to do. |          |           |
| x         | per minutes of meeting held June 16, 1902    |          |           |
|           | 16   |          |           |
| 133       | Treasury Stock                               | 25000.00 |           |
| 132       | To Capital Stock                             |          | 250000.00 |
| x         | For the authorized Capital Stock as per      |          |           |
| x         | minutes of meeting held June 16, 1902        |          |           |
| x         | 2500 shares par value 100 per share          |          |           |
|           | 16   |          |           |
| 133       | Lundris To Treasury Stock                    |          | 1000.00   |
| 134       | W. P. O'Leary                                | 400.00   |           |
| 134       | B. C. Decker                                 | 300.00   |           |
| 133       | John C. Nelson                               | 300.00   |           |
| x         | For 10 shares of stock at par 100 per share  |          |           |
| x         | Certificate No. 1-2-3                        |          |           |
|           | 30   |          |           |
| 138       | Lundris To John V. Miller                    |          | 937.82    |
| 132       | Johnson Iron Property                        | 175.00   |           |
| 3         | Capitation. Conn.                            | 762.82   |           |
| x         | Lundris as per Voucher # 3                   |          |           |

Orange H. J. July 1902

|            |   |           |           |  |  |
|------------|---|-----------|-----------|--|--|
|            |   | 2         |           |  |  |
| 164        | Pho A. Edson                              | 249200.00 |           |  |  |
| 163        | To Treasury Stock                         |           | 249200.00 |  |  |
| X          | For 2490 shares Stock at par as per       |           |           |  |  |
| X          | Certificate #9-                           |           |           |  |  |
|            |   | 2         |           |  |  |
| 163        | Treasury Stock                            | 249600.00 |           |  |  |
| 162        | To Patrick A/o.                           |           | 249600.00 |  |  |
| X          | For 2496 shares of Stock from Mr Edson as |           |           |  |  |
| X          | per Certificate No 4 and 9-               |           |           |  |  |
|            |   | 31        |           |  |  |
| Voucher #4 | John V. Miller                            | 3399.91   |           |  |  |
| 164        | To Pho A. Edson                           |           | 3399.91   |  |  |
| X          | Sum due as per Voucher #4                 |           |           |  |  |
|            |   | 31        |           |  |  |
| Voucher #5 | Exploratory Indebty District              | 1319.74   |           |  |  |
| 15         | Cutfish A/o                               | 36.03     |           |  |  |
| 138        | To John V. Miller                         |           | 1355.77   |  |  |
| X          | Sum due as per Voucher #5                 |           |           |  |  |

Orange H. J. August 1902

|            |   |            |         |          |  |
|------------|---|------------|---------|----------|--|
|            |   | 13         |         |          |  |
| 153        | Patrick A/o                                   |            | 6000.00 |          |  |
| 164        | To Pho A. Edson                               |            |         | 6000.00  |  |
| X          | 30% due Mr Edson on Call 20000.00             |            |         |          |  |
| X          | per Agreement of June 25-1902                 |            |         |          |  |
|            |   | 13         |         |          |  |
| 153        | Sum due To Treasury Stock                     |            |         | 20000.00 |  |
| 164        | Pho A. Edson                                  |            |         |          |  |
| 156        | H. S. Malloy                                  |            | 6400.00 |          |  |
| "          | "   | " 13       |         | 4400.00  |  |
| 155        | Edson Storage Battery Co                      | " 14       |         | 4000.00  |  |
| 155        | T. J. Crane                                   | " 15       |         | 800.00   |  |
| 155        | Dr. S. Pulling                                | " 16       |         | 800.00   |  |
| 156        | James Lamm                                    | " 17-18-19 |         | 600.00   |  |
| 154        | James Kaye                                    | " 20       |         | 2000.00  |  |
| 156        | M. Schwab                                     | " 21       |         | 5000.00  |  |
| X          | For 200 shares of Stock at par 100. per share |            |         |          |  |
|            |   | 31         |         |          |  |
| Voucher #6 | Legal Expenses                                |            | 100.00  |          |  |
| 151        | To Fidelity Trust Co                          |            |         | 100.00   |  |
| X          | Sum due as per Voucher #6                     |            |         |          |  |
|            |   | 31         |         |          |  |
| Voucher #7 | Sum due To J. V. Miller                       |            |         | 1254.76  |  |
| 15         | Cutfish A/o                                   |            | 18.70   |          |  |
| 7          | Exploratory Indebty                           |            | 1236.06 |          |  |
| X          | Sum due as per Voucher #7                     |            |         |          |  |

Orange Is. September 1902

|           |                            | 30   |    |      |    |
|-----------|----------------------------|------|----|------|----|
| Voucher # | Legal Expense              | 251  | 49 |      |    |
| 180       | To Howard K. Hayes         |      |    | 251  | 49 |
| X         | Lindrie as per Voucher #8  |      |    |      |    |
|           |                            | 30   |    |      |    |
| Voucher # | Lindrie To J. V. Miller    |      |    | 1510 | 97 |
| 9         | Outfit                     | 143  | 20 |      |    |
| 7         | Explosives Lindbury        | 1367 | 77 |      |    |
| X         | Lindrie as per Voucher #9  |      |    |      |    |
|           |                            | 30   |    |      |    |
| Voucher # | Legal Expense              | 3    | 55 |      |    |
| 10        | To H. S. Mallory           |      |    | 3    | 55 |
| X         | Lindrie as per Voucher #10 |      |    |      |    |

Orange Is. October 1902

|           |                              | 31  |    |      |     |
|-----------|------------------------------|-----|----|------|-----|
| Voucher # | Lindrie To Phil A. Edson     |     |    | 1269 | 23  |
| 11        | Explosives Lindbury          | 29  | 11 |      |     |
| 182       | Legal Expense                |     | 25 |      |     |
| 25        | Station Explosives           | 125 | 00 |      |     |
| 29        | Analyzing Area               | 163 | 56 |      |     |
| 15        | Outfit                       | 856 | 64 |      |     |
| 19        | Legal Expense                | 27  | 01 |      |     |
| 3         | Explosives Conn.             | 67  | 66 |      |     |
| X         | Lindrie as per Voucher #11   |     |    |      |     |
|           |                              | 31  |    |      |     |
| Voucher # | Lindrie To J. V. Miller      |     |    | 6624 | 5   |
| 12        | Outfit                       | 31  | 55 |      |     |
| 7         | Explosives Lindbury          | 630 | 90 |      |     |
| X         | Lindrie as per Voucher #12   |     |    |      |     |
|           |                              | 31  |    |      |     |
| Voucher # | Legal Expense                |     |    | 925  |     |
| 130       | To Orange Chronicle Co.      |     |    |      | 925 |
| 13        | X Lindrie as per Voucher #13 |     |    |      |     |

Orange h.f. November 1902

|             |     |                              |  |    |    |
|-------------|-----|------------------------------|--|----|----|
| 30          |     |                              |  |    |    |
| Voucher #14 | 150 | Real Expense                 |  | 75 |    |
|             |     | To Stationer's Bill          |  |    | 75 |
| x           |     | sundries as per Voucher # 14 |  |    |    |

Orange h.f. December 1902

|             |     |                                      |  |         |         |
|-------------|-----|--------------------------------------|--|---------|---------|
| 31          |     |                                      |  |         |         |
| Voucher #15 | 135 | Insurance Co                         |  | 24.00   |         |
|             |     | To J. V. Miller                      |  |         | 24.00   |
| x           |     | sundries as per Voucher # 15         |  |         |         |
| 31          |     |                                      |  |         |         |
| Voucher #16 | 151 | Exploration Audubon                  |  | 24.00   |         |
|             |     | To C. B. Miller                      |  |         | 24.00   |
| x           |     | sundries as per Voucher # 16         |  |         |         |
| 31          |     |                                      |  |         |         |
| Voucher #17 | 135 | Lease To                             |  | 30.20   |         |
|             |     | To J. V. Miller                      |  |         | 30.20   |
| x           |     | sundries as per Voucher # 17         |  |         |         |
| 31          |     |                                      |  |         |         |
| Voucher #18 | 151 | Lease To                             |  | 558.50  |         |
|             |     | To The Honorable The Criminal Treas. |  |         | 558.50  |
| x           |     | sundries as per Voucher # 18         |  |         |         |
| 31          |     |                                      |  |         |         |
| Voucher #19 | 15  | Sundries To J. V. Miller             |  |         | 3441.94 |
|             |     | Outfit                               |  | 19.00   |         |
|             | 7   | Exploration Audubon                  |  | 3422.94 |         |
| x           |     | sundries as per Voucher # 19         |  |         |         |

Orange, N.J. January 1903.

|           |   | 31     |  |        |
|-----------|---|--------|--|--------|
| Voucher # | Lease 2/2                                 |        |  |        |
| 131       | To The Honorable The Provincial Treasurer | 780.00 |  | 780.00 |
| 20        | x Sundries as per Voucher # 20            |        |  |        |
|           |   | 31     |  |        |
| Voucher # | Sundries To J. V. Miller                  |        |  | 365.7  |
| 137       | Exploration, Lubbing                      | 11.32  |  |        |
| 27        | Lease 2/2                                 | 1.05   |  |        |
| 19        | Carl E. Payne                             | 1.40   |  |        |
| 15        | Outfit 2/2                                | 22.80  |  |        |
| x         | Sundries as per Voucher # 31              |        |  |        |
|           |   | 31     |  |        |
| Voucher # | Lease 2/2                                 | 260.00 |  |        |
| 22        | To The Honorable The Provincial Treasurer |        |  | 260.00 |
| x         | Sundries as per Voucher # 22              |        |  |        |

Orange, N.J. February 1903

|           |  | 28      |  |        |
|-----------|--|---------|--|--------|
| Voucher # | Lease 2/2                                      |         |  |        |
| 141       | To The Honorable The Provincial Treasurer      | 801.80  |  |        |
| 7         | Exp. Lubbing                                   | 520.18  |  |        |
| 19        | Carl E. Payne                                  | 34.44   |  |        |
| 29        | Analysis Area                                  | 407.81  |  |        |
| 15        | Outfit 2/2                                     | 66.05   |  |        |
| x         |  | 1830.28 |  |        |
| Voucher # | J. V. Miller                                   |         |  | 569.70 |
| 23        | 164/174 A. Edison                              | 758.78  |  |        |
| 24        | 177/179 Denton. Dunn. Carl Bonetto             | 381.80  |  |        |
| 25        | 177/179 The Honorable The Provincial Treasurer | 120.00  |  |        |
| 26        | x Sundries as per Voucher during Feb 1903      | 1830.28 |  |        |

Orange b.f. March 1903

| 31                                 |                     |     |    |
|------------------------------------|---------------------|-----|----|
| 7                                  | Epf. Ludwig         | 156 | 71 |
| 141                                | Seaw. 20            | 50  | 00 |
| 15                                 | Outfit 40           | 155 | 24 |
| 19                                 | Kult. Expense       | 2   | 13 |
| 29                                 | Analysia tree       | 6   | 00 |
| * 37008                            |                     |     |    |
| Voucher                            |                     |     |    |
| 27                                 | 138 J. D. Miller    | 163 | 27 |
| 28                                 | 104 J. A. A. Edison | 206 | 81 |
| x Ludwig as per March 1903 Voucher |                     | 370 | 08 |

Orange b.f. April 1903

| 30                            |                              |      |    |
|-------------------------------|------------------------------|------|----|
| 141                           | Seaw. 20                     | 82   | 55 |
| 7                             | Epf. Ludwig                  | 186  | 95 |
| * 1008 50                     |                              |      |    |
| Voucher                       |                              |      |    |
| 29                            | 138 J. D. Miller             | 456  | 95 |
| 30                            | 179 Denton, Dunn and Bonette | 551  | 55 |
| x Ludwig as per April Voucher |                              | 1008 | 50 |

## Orange h.f. May 1903

| 25  |  |         |          |
|-----|--|---------|----------|
| 183 | Lundris Co. Treasury Stock                   |         | 20000.00 |
| 184 | Thos A. Edson Certificate Nov 25 - 33        | 6400.00 |          |
| 186 | H. S. Mallory " " 26                         | 400.00  |          |
| 187 | Edson Storage Battery Co. " 27               | 4000.00 |          |
| 188 | P. J. Crane " 28                             | 800.00  |          |
| 188 | W. S. Pilling " 29                           | 800.00  |          |
| 186 | James Hannan " 30                            | 600.00  |          |
| 184 | James Hayley " 31                            | 2000.00 |          |
| 186 | C. M. Schwab " 32                            | 5000.00 |          |
| x   | Per 200 shares of stock at par 100 per share |         |          |
| 25  |  |         |          |
| 183 | Pattish <sup>2/2</sup>                       | 6000.00 |          |
| 184 | To Thos A. Edson                             |         | 6000.00  |
| x   | 30% due Mr Edson on call for 20000.00        |         |          |
| x   | per agreement June 25-1902                   |         |          |
| 31  |  |         |          |
| 15  | Outfit <sup>2/2</sup>                        | 124.05  |          |
| 141 | Lochee <sup>2/2</sup>                        | 388.00  |          |
| 7   | Exp. Sundbury                                | 834.11  |          |
| 186 | Edson Storage Battery Co.                    | 56.00   |          |
| 29  | Analysis Cher.                               | 2.38    |          |
| x   |  | 1404.54 |          |
| 183 | J. V. Miller                                 |         | 1095.38  |
| 32  | Thos A. Edson                                |         | 21.16    |
| 33  | Denton, Dunn & Bonetta                       |         | 288.00   |
| x   | Lundris as per May 1903 statement            |         | 1404.54  |

## Orange h.f. June 1903

| 30  |                                    |         |    |
|-----|------------------------------------|---------|----|
| 19  | Genl. Expense                      |         | 78 |
| 29  | Analysis Cher.                     |         | 25 |
| 15  | Outfit <sup>2/2</sup>              | 2233.92 |    |
| 7   | Exp. Sundbury                      | 1440.11 |    |
| 187 | Edson Storage Battery Co.          | 72.17   |    |
| x   |                                    | 3747.18 |    |
| 34  | Thos A. Edson                      |         | 98 |
| 35  | Oliver Iron Mining Co.             | 2171.45 |    |
| 36  | J. V. Miller                       | 1574.75 |    |
| x   | Lundris as per June 1903 statement | 3747.18 |    |

Orange Is. July 1903

|                                    | 31   |     |      |     |
|------------------------------------|------|-----|------|-----|
| 15 Outfit <sup>Ab</sup>            | 36   | 23  |      |     |
| 19 Rent Expense                    | 2    | 18  |      |     |
| 7 Exp. Sundry                      | 832  | 23  |      |     |
| 27 Analysis of Ore                 | 33   | 28  |      |     |
| 138 J. V. Miller                   | 3269 | 44  |      |     |
| 179 (Dunham's) Bonetto             | 551  | 55  |      |     |
| 141 Lease <sup>Ab</sup>            | 25   | 00  |      |     |
|                                    | 4749 | 9.6 |      |     |
| Branch                             |      |     |      |     |
| 37 164 H.A. Edison                 |      |     | 3895 | 16  |
| 38 178 Edison Mfg. Co.             |      |     | 1    | 00  |
| 39 178 Catal. Elec. Co. G.         |      |     |      | 65  |
| 40 138 J. V. Miller                |      |     | 858  | 15  |
| x Sundries as per July 1903 Branch |      |     | 4749 | 9.6 |

Orange Is. August 1903

|                                     | 31 |    |     |          |
|-------------------------------------|----|----|-----|----------|
| 15 Outfit <sup>ab</sup>             |    | 34 | 92  | 65       |
| 27 Analysis Ore                     |    |    | 4   | 42       |
| 41 Lease <sup>ab</sup>              |    |    | 50  | 00       |
| 185 Edison Storage Battery Co.      |    |    | 158 | 83       |
| 7 Exp. Sundry                       |    |    | 25  | 46 92    |
| Voucher                             |    |    | 62  | 52 8.2   |
| 41 164 H.A. Edison                  |    |    |     | 19 28    |
| 42 178 H.J. Co. Co. Co. Co.         |    |    |     | 2229 34  |
| 43 177 J. V. Miller                 |    |    |     | 1215 00  |
| 44 138 J. V. Miller                 |    |    |     | 2788 50  |
| x Sundries as per Aug. 1903 Voucher |    |    |     | 6252 8.2 |



Orange h.f. September 1903

| 30        |                            |                           |  |      |
|-----------|----------------------------|---------------------------|--|------|
| 29        | Analysis Bros              | 2                         | 15                                     |      |
| 19        | Min. Expense               | 16                        | 35                                     |      |
| 141       | Lease Ak                   | 202                       | 49                                     |      |
| 141       | Outfit Ak                  | 316                       | 17                                     |      |
| 185       | Edison Storage Battery Co. | 27                        | 65                                     |      |
| 7         | Cyfr. Lundberg             | 1378                      | 93                                     |      |
|           |                            | 1943                      | 74                                     |      |
| Voucher # |                            |                           |  |      |
| 45        | 164                        | Thos. A. Edison           | 2                                      | 15   |
| 46        | 180                        | Western Union. Peter G.   | 16                                     | 35   |
| 47        | 179                        | Quincy Klemm & Co. Portia | 202                                    | 49   |
| 48        | 138                        | J. V. Miller              | 1722                                   | 75   |
|           |                            | 2                         | Lundberg as per September 1903 Voucher | 1943 |

Orange h.f. October 1903

| 31        |                                     |                          |                              |      |
|-----------|-------------------------------------|--------------------------|------------------------------|------|
| 14        | Thos. A. Edison                     | 4                        | 7                            | 6    |
| 29        | To Ore. Analysis                    |                          |                              | 4    |
|           | To correct error on Voucher 32 as a |                          |                              |      |
|           | credit was entered up as a debit -  |                          |                              |      |
|           | Invoice May 21-1903 - \$2.38        |                          |                              |      |
| Voucher # |                                     |                          |                              |      |
| 49        | 138                                 | Lundberg To J. V. Miller |                              | 1954 |
|           |                                     | Exploration for Canada   | 1728                         | 71   |
|           |                                     | Outfit 90                | 48                           | 25   |
|           |                                     | Pack                     | 27                           | 33   |
|           |                                     | 2                        | Lundberg as per Voucher # 49 |      |

Orange h.f. November 1903

| 30          |     |                            |         |         |
|-------------|-----|----------------------------|---------|---------|
| Voucher #50 | 135 | Lunduis to J. V. Butler    |         | 1276 99 |
| 7           |     | Cyphratorini in Canada     | 1258 34 |         |
| 15          |     | Outfit 46                  | 18 75   |         |
| 18          |     | Edwin Storage Battery G    | 490     |         |
| x           |     | Lunduis as per Voucher #50 |         |         |

Orange h.f. December 1903

| 30          |     |                                      |         |         |
|-------------|-----|--------------------------------------|---------|---------|
| 182         |     | Legal Expenses                       | 120 00  |         |
| 19          |     | Legal Expenses                       | 11 38   |         |
| 27          |     | Taxes                                | 260 00  |         |
| 7           |     | Cyphratorini in Canada               | 603 72  |         |
| 15          |     | Outfit 46                            | 1864 69 |         |
| 138         |     | J. V. Butler                         | 1105 00 |         |
| 185         |     | Edwin Storage Battery G              | 127 95  |         |
| x           |     |                                      | 4092 74 |         |
| Voucher #51 | 219 | Dentons Dunn and Penetters           |         | 120 00  |
| 52          | 219 | Tha A. Edwin                         |         | 3244 62 |
| 53          | 238 | J. V. Butler                         |         | 723 12  |
| x           |     | Lunduis as per December 1903 Voucher |         | 4092 74 |

## Orange h. f. January 1904

| 31  |                                       |      |    |      |    |
|-----|---------------------------------------|------|----|------|----|
| 179 | Denton. Dunn <sup>2nd</sup> Boultbee  | 120  | 00 |      |    |
| 138 | J. V. Miller                          | 2200 | 00 |      |    |
| 19  | General Expense                       | 20   | 62 |      |    |
| 7   | Explosion Canada                      | 806  | 63 |      |    |
| 131 | Explosion <sup>2nd</sup> Boultbee     | 100  | 00 |      |    |
| 15  | Outfit <sup>2nd</sup>                 | 612  | 78 |      |    |
| 119 | Insurance <sup>2nd</sup>              | 13   | 50 |      |    |
| 185 | Edison Storage Battery <sup>2nd</sup> | 1344 | 85 |      |    |
| X   |                                       | 5218 | 38 |      |    |
| 54  | 119                                   |      |    | 2340 | 62 |
| 55  | 138                                   |      |    | 2877 | 76 |
| 1   | Balance as per January 1904 Balance   |      |    | 5218 | 38 |

## Orange h. f. February 1904

| 28  |                                       |      |    |      |    |
|-----|---------------------------------------|------|----|------|----|
| 138 | J. V. Miller                          | 2225 | 00 |      |    |
| 19  | General Expense                       | 5    | 95 |      |    |
| 7   | Explosion Canada                      | 2173 | 84 |      |    |
| 15  | Outfit                                | 62   | 00 |      |    |
| 185 | Edison Storage Battery <sup>2nd</sup> | 256  | 38 |      |    |
| X   |                                       | 4723 | 12 |      |    |
| 56  | 119                                   |      |    | 2280 | 95 |
| 57  | 138                                   |      |    | 2492 | 17 |
| 1   | Balance as per February 1904 Balance  |      |    | 4723 | 12 |

Orange b.f. March 1904

|    |                                    |    |      |      |    |
|----|------------------------------------|----|------|------|----|
|    |                                    | 31 |      |      |    |
| 38 | J. V. Miller                       |    | 1800 | 00   |    |
| 7  | Exp. in Canada                     |    | 1451 | 15   |    |
| 15 | Outfit $\frac{1}{2}$               |    | 140  | 00   |    |
|    |                                    |    | 3391 | 15   |    |
| 58 | Thos. A. Edison                    |    |      | 1800 | 00 |
| 59 | J. V. Miller                       |    |      | 1591 | 15 |
| x  | Balance as per March 1904 Bonchens |    |      | 3391 | 15 |

Orange b.f. April 1904

|    |                                    |    |      |      |    |
|----|------------------------------------|----|------|------|----|
|    |                                    | 30 |      |      |    |
| 19 | Ant. Lefevre                       |    |      | 242  |    |
| 38 | J. V. Miller                       |    | 1800 | 00   |    |
| 7  | Exp. in Canada                     |    | 1414 | 30   |    |
| 15 | Outfit $\frac{1}{2}$               |    | 46   | 50   |    |
|    |                                    |    | 3262 | 82   |    |
| 58 | Thos. A. Edison                    |    |      | 1802 | 02 |
| 61 | J. V. Miller                       |    |      | 1460 | 80 |
| x  | Balance as per April 1904 Bonchens |    |      | 3262 | 82 |

## Orange b. f. May 1904

|               |   |         |        |  |  |
|---------------|---|---------|--------|--|--|
|               |   | 31      |        |  |  |
| 136           | John V. Miller                                | 130.00  |        |  |  |
| 15            | To Outfit 96                                  |         | 130.00 |  |  |
| x             | Cash received for sale, Horse, Harness, Wagon |         |        |  |  |
| x             | as per order in Voucher No 63                 |         |        |  |  |
|               | 31  |         |        |  |  |
| 19            | General Expense                               | 335     |        |  |  |
| 136           | J. V. Miller                                  | 700.00  |        |  |  |
| 119           | Ornton, Dunn and Bonetto                      | 45.00   |        |  |  |
| 7             | Exp in Canada                                 | 1117.39 |        |  |  |
| 131           | Leases  | 216.00  |        |  |  |
| 137           | Legal   | 102.62  |        |  |  |
| x             |   | 2184.42 |        |  |  |
| Voucher<br>63 | Thos A. Edison                                | 748.35  |        |  |  |
| 63            | J. V. Miller                                  | 1391.07 |        |  |  |
| 64            | Ornton, Dunn and Bonetto                      | 45.00   |        |  |  |
| x             | Amount as per May 1904 Voucher                | 2184.42 |        |  |  |

## Orange b. f. June 1904

|               |     |                            |        |        |  |
|---------------|-----|----------------------------|--------|--------|--|
|               |     | 30                         |        |        |  |
| Voucher<br>65 | 7   | Exp in Canada              | 104.80 |        |  |
| 119           | 119 | To Thos A. Edison          |        | 104.80 |  |
| x             | x   | Amount as per Voucher # 65 |        |        |  |

Orange b.f. August 1904

|                |                             | 30   |    |      |    |
|----------------|-----------------------------|------|----|------|----|
| 15             | Cutfish ap                  | 1009 | 53 |      |    |
| 27             | Dash ap                     | 252  | 32 |      |    |
| Vouchers<br>66 | x                           | 1261 | 86 |      |    |
| 119            | Phos A. Edison              |      |    | 1261 | 86 |
|                | Sundries as per Voucher #66 |      |    |      |    |

Orange b.f. December 1904

|               |     | 31                          |     |  |     |
|---------------|-----|-----------------------------|-----|--|-----|
| Vouchers<br># | 119 | Genl Expense                | 100 |  |     |
|               | 119 | To Phos A. Edison           |     |  | 100 |
| 67            | x   | Sundries as per Voucher #67 |     |  |     |

Orange h.f. April 1905

|     | 30                                |        |        |  |
|-----|-----------------------------------|--------|--------|--|
| 131 | License and Rentals               | 270.00 |        |  |
| 151 | Provincial Treasurer              | 270.00 |        |  |
| 68  | X                                 | 540.00 |        |  |
| 151 | Provincial Treasurer              |        | 270.00 |  |
| 69  | Pro. A. Edson                     |        | 270.00 |  |
| X   | Sum due as per April 1905 Voucher |        | 540.00 |  |

Orange h.f. June 1905

|             | 30                               |  |        |        |
|-------------|----------------------------------|--|--------|--------|
| 27          | Taxes                            |  | 277.91 |        |
| 21          | License and Rentals              |  | 50.00  |        |
| 179         | Insurance                        |  | 12.50  |        |
| 7           | Exp. in Canada                   |  | 46.11  |        |
| 182         | Legal                            |  | 13.00  |        |
| X           |                                  |  | 400.52 |        |
| Voucher #70 | Pro. A. Edson                    |  |        | 250.00 |
| 71          | J. V. Miller                     |  |        | 150.52 |
| X           | Sum due as per June 1905 Voucher |  |        | 400.52 |

Orange h.f. September 1905

| Voucher |     | 30                           |        |        |
|---------|-----|------------------------------|--------|--------|
| 72      | 119 | Sundries To Phil A. Edman    |        | 258.00 |
| 156     |     | Legal Exp.                   | 300.00 |        |
| 151     |     | Office & Rentals             | 58.00  |        |
| x       |     | Sundries as per Voucher # 72 |        |        |

Orange h.f. Jan'y 1906

| Voucher |     | 31                           |        |        |
|---------|-----|------------------------------|--------|--------|
| 157     | 119 | Legal Exp.                   | 367.94 |        |
| # 78    |     | To Phil A. Edman             |        | 367.94 |
|         |     | Sundries as per Voucher # 78 |        |        |



Orange h. f. February 1906

|              |    |                              |       |       |
|--------------|----|------------------------------|-------|-------|
|              |    | 28                           |       |       |
| Voucher # 74 | 19 | Sundries To Thos. A. Edison  |       | 75.73 |
|              | 27 | Paper                        | 27.83 |       |
|              | 19 | General Expenses             | 48.40 |       |
|              | x  | Sundries as per Voucher # 74 |       |       |

Orange h. f. March 1906

|                |     |                             |  |        |        |
|----------------|-----|-----------------------------|--|--------|--------|
|                |     | 31                          |  |        |        |
| Voucher<br>#75 | 131 | Lance and Rentals           |  | 165.00 |        |
|                | 119 | To Thos. A. Edison          |  |        | 165.00 |
|                | X   | Sundries as per Voucher #75 |  |        |        |

Orange b.f. June 1906

|         |     |                             |      |    |         |
|---------|-----|-----------------------------|------|----|---------|
|         |     | 30                          |      |    |         |
| Voucher | 27  | Paper                       | 2.50 | 00 |         |
| #76     | 114 | To Mrs. A. Edman            |      |    | 2.50 00 |
| x       |     | Send us as per voucher #76. |      |    |         |

Orange b.f. July 1906

|         |     |                                    |     |    |        |
|---------|-----|------------------------------------|-----|----|--------|
|         |     | 31                                 |     |    |        |
| Voucher | 77  | Edman. Chemicals & tools           | 23  | 17 |        |
| #76     | 131 | Leaves for Rental                  | 87  | 00 |        |
| x       | 19  | Rent expenses                      | 23  | 00 |        |
|         | x   |                                    | 133 | 17 |        |
| Voucher | 77  | Outfit                             |     |    | 23 17  |
| #77     | 115 | Phil A. Edman                      |     |    | 110 00 |
| x       | 119 | Send us as per July 1906. Vouchers |     |    | 133 17 |

Orange h.f. January 1907

|             |     |                               |       |       |  |
|-------------|-----|-------------------------------|-------|-------|--|
|             |     | 31                            |       |       |  |
| Voucher #79 | 151 | Leases and Rentals            | 72.00 |       |  |
|             | 119 | To Phs. A. Edson              |       | 72.00 |  |
|             |     | 1 Sundries as per Voucher #79 |       |       |  |

Orange h.f. March 1907

|             |     |                               |  |      |      |
|-------------|-----|-------------------------------|--|------|------|
|             |     | 31                            |  |      |      |
| Voucher #80 | 27  | Paid ab                       |  | 1.00 |      |
|             | 119 | To Phs. A. Edson              |  |      | 1.00 |
|             |     | 1 Sundries as per Voucher #80 |  |      |      |

Orange b.f. Apr 1907

|             |     |                            |       |       |
|-------------|-----|----------------------------|-------|-------|
|             |     | 30                         |       |       |
| Voucher #81 | 151 | Grass and Rentals          | 72.00 |       |
|             | 119 | To Thos A. Edm             |       | 72.00 |
|             |     | Lundric as per Voucher #81 |       |       |

Orange b.f. June 1907

|             |     |                            |      |        |
|-------------|-----|----------------------------|------|--------|
|             |     | 30                         |      |        |
| Voucher #82 | 119 | Lundric To Thos A. Edm     |      | 293.00 |
|             | 27  | Grass                      | 2.51 | 0.0    |
|             | 151 | Grass and Rentals          |      |        |
| x           |     | Lundric as per Voucher #82 | 42   | 0.0    |

Orange b.f. September 1907

|             |     |                            |       |       |
|-------------|-----|----------------------------|-------|-------|
|             |     | 30                         |       |       |
| Voucher #83 | 131 | Dease my Rentals           | 24 00 |       |
|             | 114 | To Thos A. Edman           |       | 24 00 |
| x           |     | Rentals as per Voucher #83 |       |       |

Orange b.f. December 1907

|     |  |                                   |         |         |
|-----|--|-----------------------------------|---------|---------|
|     |  | 31                                |         |         |
| 178 |  | b.f. and Pa. Cur. by paper        | 2229    | 34      |
| 157 |  | To Antif. ab                      |         | 2229 34 |
| 1   |  | To Cancel Voucher #42 as Diamonds |         |         |
| x   |  | are returned                      |         |         |
| 1   |  | 30 Diamonds 28 1/16 Kts at 52.50  | 1486.14 |         |
| 1   |  | 10 Diamonds 14 7/16 " " 52.50     | 743.20  |         |

Orange N.J. February 1908

|         |     |                               |       |       |  |
|---------|-----|-------------------------------|-------|-------|--|
|         |     | 31                            |       |       |  |
| Voucher | 131 | Leases <sup>and</sup> Rentals | 72.00 |       |  |
| # 84-   | 119 | To Thomas A. Edison           |       | 72.00 |  |
|         |     | Rentals as per Voucher # 84-  |       |       |  |

Orange N.J. February 1909

|         |     |                       |        |        |  |
|---------|-----|-----------------------|--------|--------|--|
|         |     | 27                    |        |        |  |
| Voucher | 119 | Thomas A. Edison      | 175.00 |        |  |
|         | 131 | Leases & Rentals      | 210.00 |        |  |
|         |     |                       | 385.00 |        |  |
| # 85-   | 18- | Johnson Mine Property |        | 175.00 |  |
| # 86    | 119 | Thomas A. Edison      |        | 210.00 |  |
|         |     |                       |        | 385.00 |  |

December 1909

|     |   |        |        |
|-----|---|--------|--------|
| 57  | Taxes   | 57.92  |        |
| 131 | Lease Rentals   | 710.00 |        |
| 119 | Thomas A. Edison  |        | 727.92 |
|     | Sundries per statement of Thos. A. Edison<br>dated beginning of this book |        |        |

December 1910

|     |  |        |        |
|-----|--|--------|--------|
| 119 | General Expense  | 20.60  |        |
| 27  | Taxes  | 262.31 |        |
| 131 | Lease Rentals  | 210.00 |        |
| 119 | Thomas A. Edison   |        | 492.91 |
|     | Sundries per statement of Thos. A. Edison<br>dated 1/15/11 filed beginning of<br>this book |        |        |

December 1911

|   |                  |        |       |
|---|------------------|--------|-------|
| 15  | General Expense  | 42 62  |       |
| 17  | Taxes            | 5 00   |       |
| 111   | Rents & Rentals  | 270 00 |       |
| TH  | Thomas A. Edison |        | 75 62 |
| Sundries for year 1911 per statement<br>of Thomas A. Edison dated 1/4/12,<br>filed beginning of this book |                  |        |       |

December 1912

|   |                  |        |        |
|---|------------------|--------|--------|
| 17  | Taxes            | 5 00   |        |
| 111   | Rents & Rentals  | 128 00 |        |
| TH  | Thomas A. Edison |        | 143 00 |
| Sundries for year 1912 per statement<br>of Thomas A. Edison dated 1/4/13,<br>filed beginning of this book |                  |        |        |



December 1913

|  |                  |       |  |
|--|------------------|-------|--|
| 27   | Jasper           | 23.50 |  |
| 152  | Legal Expense    | 52.70 |  |
| 119  | Thomas A. Edison | 17.00 |  |
| Sundries for year 1913 per statement of Thos. A. Edison dated 12/9/13 filed beginning of this book |                  |       |  |

December 1914

|  |                  |        |        |
|--|------------------|--------|--------|
| 27   | Jasper           | 487.81 |        |
| 152  | Legal Expense    | 7.00   |        |
| 119  | Thomas A. Edison |        | 499.21 |
| Sundries for year 1914 per statement of Thos. A. Edison dated 12/9/14 filed beginning of this book |                  |        |        |

December 1915

|     |  |       |        |
|-----|--|-------|--------|
| 27  | Taxes  | 93.20 |        |
| 181 | Regal Expense  | 17.46 |        |
| 119 | Thomas A Edison  |       | 110.76 |
|     | Sundries for year 1915 per statement<br>of Thos A Edison dated 12/4/15 filed<br>beginning of this book |       |        |

December 1916

|     |  |        |        |
|-----|--|--------|--------|
| 19  | General Expense  | 1.00   |        |
| 27  | Taxes  | 116.20 |        |
| 119 | Thomas A Edison  |        | 117.20 |
|     | Sundries for year 1916 per statement<br>of Thos A Edison dated 12/4/16 filed<br>beginning of this book |        |        |

December 1917

|        |  |       |       |  |
|--------|--|-------|-------|--|
| 17     | General Expense  | 12.00 |       |  |
| 17 1/2 | Legal Expense  | 2.65  |       |  |
| 17 1/2 | Thomas A. Edison   |       | 14.65 |  |
| 17 1/2 | Sundries for year 1917 per statement of Thos. A. Edison dated 11/16/17, filed beginning of this book |       |       |  |

December 1918

|     |  |  |        |  |
|-----|--|--|--------|--|
| 27  | Taxes  |  |        |  |
| 76  | Legal Expense  |  | 719.35 |  |
| 119 | Thomas A. Edison   |  | 8.00   |  |
| 119 | Sundries for year 1918 per statement of Thos. A. Edison dated 11/16/18, filed beginning of this book |  |        |  |

December 1919

27

Jaxce

119

Thomas A. Edison

119

Jaxce for year 1919 per statement  
of Thos. A. Edison dated 1/1/20, filed  
beginning of this book

155.00

165.00

December 1920

27

Jaxce

76

Legal Expense

119

Thomas A. Edison

Surinder for year 1920 per statement  
of Thos. A. Edison dated 1/1/21, filed  
beginning of this book

152.60

5.00

157.60

December 1921

7  
120

Taxes

Thomas A. Edison

Taxes for year 1921 per statement  
of Thos. A. Edison dated 11/16/21 filed  
beginning of this book

174.12

174.12

December 1922

27  
120

Taxes

Thomas A. Edison

Taxes for year 1922 per statement  
of Thos. A. Edison dated 11/16/21, filed  
beginning of this book

157.00

157.00

December 1924

|     |  |  |  |  |
|-----|--|--|--|--|
| 17  |  |  |  |  |
| 120 |  |  |  |  |

Jasper

Thomas A Edison

Jasper for years 1923 + 1924 per  
statement of Thos. A Edison dated 1/1/25  
filed beginning of this book

470.29

470.29

December 1925

|     |  |  |  |  |
|-----|--|--|--|--|
| 17  |  |  |  |  |
| 120 |  |  |  |  |

General Expense

Jasper

Thomas A Edison

Sundries for year 1925 per statement  
of Thos. A Edison dated 1/1/26; filed  
beginning of this book

Net

257.00

267.00

December 1926

|    |   |        |        |
|----|---|--------|--------|
| 19 | General Expense   | 15.00  |        |
| 27 | Taxes   | 287.00 |        |
| 31 | Thomas A. Edison  |        | 272.00 |
|    | Sundries for year 1926 per statement<br>of Thos. A. Edison dated 11/19/26 filed<br>beginning of this book |        |        |

December 1927

|    |   |        |        |
|----|---|--------|--------|
| 19 | General Expense   | 15.00  |        |
| 27 | Taxes   | 287.00 |        |
| 31 | Thomas A. Edison  |        | 272.00 |
|    | Sundries for year 1927 per statement<br>of Thos. A. Edison dated 11/19/27 filed<br>beginning of this book |        |        |

December 1928

|  |                  |        |                |
|--|------------------|--------|----------------|
| 19   | General Expense  | N 00   |                |
| 25   | Taxes            | 215.00 |                |
| 1  | Cash             |        | 108.76         |
| 1928   | Thomas G. Edison |        | 171.74         |
| <p>Sundries for year 1928 per statement of Thos. G. Edison dated 12/6/28, filed beginning of this book - less cash given to T. G. Edison when bank account was closed out.</p> |                  |        |                |
|  | Expenses         | 230.00 | Paid in credit |
|  | Cash             | 108.76 | - debit        |
|  | Net              | 171.74 |                |

December 1929

|   |                  |        |        |
|---|------------------|--------|--------|
| 19  | General Expense  | Nec    |        |
| 27  | Taxes            | 215.00 |        |
| 1929  | Thomas G. Edison |        | 130.00 |
| <p>Sundries for year 1929 per statement of Thos. G. Edison dated 12/6/31, filed beginning of this book.</p> |                  |        |        |



December 1920

|  |                  |                               |        |
|--|------------------|-------------------------------|--------|
| 19   | General Expense  | N <sup>o</sup> .              |        |
| 27   | Taxes            | Y <sup>o</sup> N <sup>o</sup> |        |
| 120  | Thomas A. Edison |                               | 130.00 |
| Sundries for year 1920 per statement<br>of Thos. A. Edison dated 11/8/21 filed<br>beginning of this book |                  |                               |        |

December 8, 1931

|  |                  |                               |       |
|--|------------------|-------------------------------|-------|
| 19   | General Expense  | N <sup>o</sup> .              |       |
| 27   | Taxes            | Y <sup>o</sup> N <sup>o</sup> |       |
| 120  | Thomas A. Edison |                               | 26.00 |
| Sundries for 1931 to Aug. 31st per<br>statement of Thos. A. Edison dated<br>11/8/31 filed beginning of this book |                  |                               |       |

## STATEMENT

Dec. 8, 1931.

Mining &amp; Exploration Co. of N. J.

in account with

Thomas A. Edison

|         |  |        |               |
|---------|--|--------|---------------|
| 1909    |  |        |               |
| Mar. 31 | Yearly rental Mining Lease 3178.                                 | 72.00  | Less Receipts |
|         | " " " 3221   | 42.00  | Taxes         |
| Apr. 30 | Corporation State Tax 1908 N. J.                                 | 250.00 | Taxes         |
|         | Interest on above.   | 6.25   | Less Receipts |
| June 30 | Yearly rental Mining Lease 3254.                                 | 24.00  | Less Receipts |
| Nov. 30 | Corporation State Tax 1909 N. J.                                 | 250.00 | Taxes         |
|         | Interest on above.   | 11.67  | Taxes         |
| Dec. 31 | Yearly rental Mining Lease 3176.                                 | 72.00  | Less Receipts |
|         |  |        | \$787.92      |
| 1910    |  |        |               |
| Mar. 31 | Yearly rental Mining Lease 3176.                                 | 72.00  | Less Receipts |
|         | " " " 3221   | 42.00  | Less Receipts |
| June 30 | " " " 3254.  | 24.00  | Less Receipts |
| Dec. 31 | " " " 3176.  | 72.00  | Less Receipts |
|         | Fee to reduce Capital Stock - State of N. J.                     | 20.60  | Less Receipts |
|         | Corporation State Tax 1910 N. J.                                 | 250.00 | Taxes         |
|         | Interest on above.   | 13.31  | Taxes         |
|         |  |        | 493.91        |
| 1911    |  |        |               |
| Jan. 31 | Notice published in Newspaper.                                   | 40.30  | Less Receipts |
| Mar. 31 | Sundry Expense.  | 1.07   | Less Receipts |
|         | Recording fee - Cert. decrease Cap. Stock                        | 1.25   | Less Receipts |
| Apr. 30 | " " " 3221.  | 72.00  | Less Receipts |
|         | " " " 3254.  | 24.00  | Less Receipts |
| June 30 | Corporation State Tax 1911 N. J.                                 | 5.00   | Taxes         |
|         | Yearly rental Mining Lease 3176.                                 | 72.00  | Less Receipts |
|         |  |        | 257.62        |
| 1912    |  |        |               |
| Mar. 30 | Yearly rental on Mining Lease 3178.                              | 72.00  | Less Receipts |
|         | " " " 3221.  | 42.00  | Less Receipts |
| June 30 | Corporation State Tax 1912.                                      | 5.00   | Taxes         |
| July 31 | Yearly rental on Mining Lease 3254.                              | 24.00  | Less Receipts |
|         |  |        | 243.00        |
| 1913    |  |        |               |
| Apr. 30 | Taxes for 1912 - Blezard.  | 18.50  | Taxes         |
| June 30 | Corporation State Tax 1913.                                      | 5.00   | Taxes         |
| Aug. 31 | Denton, Grover - 7-11 - Blezard Claims                           | 112.20 | Legal Expense |
| Dec. 31 | Legal Fees - re acquisition of Crown lands of Mickel Properties. | 40.50  | Legal Expense |
|         |  |        | 176.20        |
|         | Carried Forward  |        | \$-1,798.65   |

2 -  
Mining & Exploration Co. of N. J.  
In account with - Thomas A. Edison

Dec. 8, 1931.

Brought Forward

\$-1,798.65

|          |   |        |               |
|----------|---|--------|---------------|
| 1914     |   |        |               |
| Feb. 28  | Taxes Lot 6 & 8 Concession 2 Blezard 1910 |        |               |
|          | 1911 & 1912                               | 138.39 |               |
| June 30  | Corporation State Tax N. J. 1914.         | 5.00   |               |
| Aug. 31  | Taxes Lots 6-7 & 8 for 1913 Blezard.      | 143.05 | Taxes         |
|          | McGree & Valin - Taxes on land in Blezard |        |               |
|          | 1906 - 1912 Inc.                          | 170.17 |               |
| Sept. 30 | McGree & Valin - Expenses in O/W          |        |               |
|          | Mickel Properties.                        | 7.00   | Legal Expense |
| Nov. 30  | Taxes Lots 6-7-8 (Blezard) 1914.          | 35.70  | Taxes         |
|          |   |        | 499.31        |
| 1915     |   |        |               |
| June 30  | Corporation State Tax 1915 N. J.          | 5.00   | Taxes         |
| Aug. 31  | McGree & Valin - Legal Exp.               | 17.96  | Legal Expense |
| Dec. 31  | Taxes Lots 6-7-8 (Blezard) 1915.          | 34.80  | Taxes         |
|          |   |        | 110.76        |
| 1916     |   |        |               |
| June 30  | Filing Fee Cert. of report                | 1.00   | Less Receipts |
|          | Corp. State Tax 1916 N. J.                | 5.00   | Taxes         |
| Dec. 30  | Taxes Lots 6-7-8 Blezard.                 | 6.00   |               |
|          |   | 111.20 | Taxes         |
|          |   |        | 117.20        |
| 1917     |   |        |               |
| Nov. 30  | Census Sheet Holders.                     | 12.00  | Less Receipts |
|          | McGree & Valin - Legal Fees.              | 2.65   | Legal Expense |
|          |   |        | 149.65        |
| 1918     |   |        |               |
| June 30  | Corporation State Tax 1918 N. J.          | 5.00   |               |
| Oct. 31  | " " " 1917 N. J.                          | 5.00   | Taxes         |
|          | Interest on above.                        | 115.80 | Taxes         |
| Dec. 31  | Taxes Lot 6-7-8 Blezard 1917.             | 92.80  |               |
|          | " " " " 1918.                             | 92.80  |               |
|          | McGree & Valin - Legal Fees.              | 2.00   | Legal Expense |
|          |   |        | 322.35        |
| 1919     |   |        |               |
| Oct. 1   | Taxes Town of Litchfield.                 | 4.05   | Taxes         |
| Nov. 30  | " Lot 6-7-8 Blezard 1919.                 | 161.80 | Taxes         |
|          |   |        | 165.85        |
| 1920     |   |        |               |
| Mar. 30  | McGree & Valin - Legal Fee                | 5.00   | Legal Exp.    |
| Nov. 30  | Taxes Lots 6-7-8 Blezard 1920.            | 152.60 | Taxes         |
|          |   |        | 157.60        |
| 1921     |   |        |               |
| Nov. 30  | Taxes Lots 6-7-8 Blezard 1921.            | 174.12 | Taxes         |
|          |   |        | 174.12        |
| 1922     |   |        |               |
| Dec. 30  | Taxes Lots 6-7-8 Blezard 1922.            | 157.00 | Taxes         |
|          |   |        | 157.00        |
|          | Carried Forward                           |        | \$-3,416.49   |

3 -  
Mining & Exploration Co. of N. J.  
in account with - Thomas A. Edison

Dec. 8, 1911.

Brought Forward

\$-3,416.49

|         |  |  |  |        |             |  |             |  |  |
|---------|--|--|--|--------|-------------|--|-------------|--|--|
| 1924    |  |  |  |        |             |  |             |  |  |
| Dec. 31 |  | Taxes Lots 6-7-8 Hleazard 1923                             |  | 168.29 | Taxes       |  | 420.29      |  |  |
|         |  | " " " " " 1924.  |  | 252.00 | Taxes       |  |             |  |  |
| 1925    |  |  |  |        |             |  |             |  |  |
| Apr. 30 |  | Annual Fee re deposit of Stock per agreement               |  | 15.00  | Keenel Exp. |  |             |  |  |
|         |  | June 28, 1902.   |  |        |             |  |             |  |  |
| Dec. 30 |  | Taxes Lots 6-7-8 Hleazard 1925.                            |  | 252.00 | Taxes       |  | 267.00      |  |  |
| 1926    |  |  |  |        |             |  |             |  |  |
| Jan. 31 |  | Annual Fee re deposit of Stock.                            |  | 15.00  | Keenel Exp. |  |             |  |  |
| July 31 |  | Franchise Tax St. of N. J. 1926.                           |  | 5.00   | Taxes       |  |             |  |  |
| Dec. 31 |  | Taxes Lots 6-7-8 Hleazard 1926.                            |  | 252.00 | Taxes       |  | 272.00      |  |  |
| 1927    |  |  |  |        |             |  |             |  |  |
| Jan. 30 |  | Annual Fee re deposit of Stock.                            |  | 15.00  | Keenel Exp. |  |             |  |  |
| Aug. 31 |  | Franchise Tax State of N. J. 1927.                         |  | 5.00   | Taxes       |  |             |  |  |
| Dec. 31 |  | Taxes Lots 6-7-8 Hleazard 1927.                            |  | 252.00 | Taxes       |  | 272.00      |  |  |
| 1928    |  |  |  |        |             |  |             |  |  |
| Jan. 31 |  | Annual Fee re deposit of Stock.                            |  | 15.00  | Keenel Exp. |  |             |  |  |
| Aug. 31 |  | Franchise Tax State of N. J. 1928.                         |  | 5.00   | Taxes       |  |             |  |  |
| Dec. 31 |  | Taxes Lots 6-7-8 Hleazard 1928.                            |  | 210.00 | Taxes       |  |             |  |  |
|         |  | Cash balance in bank closed out and credited to Mr. Edison |  | 108.76 | Cash        |  | 121.24      |  |  |
| 1929    |  |  |  |        |             |  |             |  |  |
| Jan. 31 |  | Annual fee re deposit of Stock.                            |  | 15.00  | Keenel Exp. |  |             |  |  |
| Aug. 31 |  | Franchise Tax State of N. J. 1929.                         |  | 5.00   | Taxes       |  |             |  |  |
| Dec. 31 |  | Taxes Lots 6-7-8 Hleazard 1929.                            |  | 210.00 | Taxes       |  | 230.00      |  |  |
| 1930    |  |  |  |        |             |  |             |  |  |
| Jan. 31 |  | Annual Fee re Deposit of Stock                             |  | 15.00  | Keenel Exp. |  |             |  |  |
| Aug. 31 |  | Franchise Tax State of N. J. 1930.                         |  | 5.00   | Taxes       |  |             |  |  |
| Dec. 31 |  | Taxes Lots 6-7-8 Hleazard 1930.                            |  | 210.00 | Taxes       |  | 230.00      |  |  |
| 1931    |  |  |  |        |             |  |             |  |  |
| Apr. 8  |  | Annual Fee re deposit of Stock.                            |  | 15.00  | Keenel Exp. |  |             |  |  |
| Aug. 31 |  | Franchise Tax State of N. J. 1931.                         |  | 5.00   | Taxes       |  | 20.00       |  |  |
|         |  |  |  |        |             |  | \$-5,249.02 |  |  |

### MOTION PICTURE PATENTS COMPANY RECORDS

Incorporated on September 9, 1908, the Motion Picture Patents Co. (MPPCo) was organized to acquire, pool, and license patents relating to the manufacture of motion pictures. Frank L. Dyer, vice president of the Edison Manufacturing Co. and later president of Thomas A. Edison, Inc., was the founding president. Harry N. Marvin, president of the American Mutoscope & Biograph Co., served as vice president. George F. Scull, assistant to the vice president of the Edison Manufacturing Co., was secretary. Marvin succeeded Dyer as president in 1912. MPPCo began operations on December 8, 1908, and acquired sixteen patents intrinsic to the manufacture and projection of motion pictures. Most of these patents were previously controlled by the Edison Manufacturing Co. and the American Mutoscope & Biograph Co. MPPCo subsequently entered into price, royalty, licensing, and related agreements with additional producers, importers, rental exchanges, exhibitors, and manufacturers, as well as with the Eastman Kodak Co. Exclusive distribution rights were eventually licensed to the General Film Co., which was incorporated in the State of Maine on April 18, 1910, and controlled by MPPCo.

Frank L. Dyer and Carl H. Wilson represented the Edison Manufacturing Co. on the board of directors of both MPPCo and the General Film Co. Other directors serving both companies included Jacques A. Berst of Pathé Frères; Jeremiah J. Kennedy of the American Mutoscope & Biograph Co.; Gaston Méliès of Geo. Méliès.; George Kleine of the Kleine Optical Co.; Samuel Long of the Kalem Co.; Siegmund Lubin of the Lubin Manufacturing Co.; William T. Rock of the Vitagraph Co. of America; William N. Selig of the Selig Polyscope Co.; and George K. Spoor of the Essanay Film Manufacturing Co.

An antitrust suit was filed against MPPCo by the federal government on August 15, 1912, in the U.S. District Court for the Eastern District of Pennsylvania. The court ruled against the company on October 1, 1915, and January 24, 1916. MPPCo appealed to the U.S. Supreme Court, but after a settlement was reached, the appeal was withdrawn and the company was dissolved.

The records primarily cover the years 1908-1919. They are arranged in six series: (1) Administrative Records; (2) Individuals; (3) General Film Company; (4) Licensed Manufacturers; (5) Independent Manufacturers [not selected]; and (6) Exhibitors [not selected]. A finding aid for the archival record group is available at the Edison National Historic Site.

**Administrative Records.** These records consist of correspondence and other documents, including agreements, minutes, announcements, and financial statements. Many of the documents relate to license agreements with manufacturers and exhibitors. The selected folders are arranged in the following order: (1) Correspondence and Agreements (1900, 1908-1918); (2) Documents (1908-1912); (3) Eastman Kodak Company (1908-1913); (4) Memoranda (1908-1918); (5) National Waterproof Film Company (1909-1913); (6) Newspaper Clippings (1908-1912); and (7) Trade Journals (1908-1912). Among the items not selected are letters relating to the surveillance of unlicensed manufacturers.

**Individuals.** These records consist of correspondence, clippings, and other documents. Many of the documents relate to competition between the licensed and independent film exchanges. The selected folders are arranged in the following order: (1) Dyer, Frank L. (1908-1912); (2) Farrell, John W. (1908-1910); and (3) Hardin, John (1908-1910). The documents not selected include correspondence by William E. Gilmore and Walter Stevens of the Edison Manufacturing Co.; Dwight Macdonald, attorney and general manager of MPPCo; and Percival L. Waters of the Kinetograph Co. of New York.

**General Film Company** These records consist of correspondence, financial statements, and other documents. The material, which covers the period 1909-1919, pertains to the administration and dissolution of the General Film Co. The selected items deal primarily with the related interests of the Edison Manufacturing Co. and Thomas A. Edison, Inc. The folders are arranged according to year.

**Licensed Manufacturers.** These records consist of correspondence, agreements, and other documents covering the period 1908-1918, with a few additional items from 1901 and 1906. The documents concern contract negotiations, litigation, royalties, and censorship. There are also items pertaining to nonflammable film and waterproofed film. The folders are arranged in the following order: (1) American Mutoscope & Biograph Company; (2) Armat, Thomas; (3) Edison Manufacturing Company; (4) Essanay Film Manufacturing Company; (5) Gaumont Company and Société des Etablissements Gaumont; (6) Kalem Company; (7) Kleine, George; (8) Lubin Manufacturing Company; (9) Geo. Méliès and George Méliès Company; (10) Pathé Frères Moving Pictures and Compagnie Générale des Phonographes, Cinématographes et Appareils de Précision Pathé Frères; (11) Selig Polyscope Company; and (12) Vitagraph Company of America.

**Independent Manufacturers [not selected].** These records consist of correspondence, drawings, and other documents, including injunctions, bills of complaint, and final decrees. The drawings, which are found in surveillance reports of detective agencies, pertain primarily to cameras. The folders are arranged alphabetically and include the following companies and individuals: Actophone Co.; Carson, George F.; Edengraph Manufacturing Co.; Film Import and Trading Co. (Powhatan); Independent Moving Picture Co. (Imp) and Universal Film Manufacturing Co.; International Projecting and Producing Co.; New York Motion Picture Co. (Bison); Oklahoma Natural Mutoscene Co.; Pantograph Co.; Powers Co.; Thanhouser Co.; and Viascope Manufacturing Co.

**Exhibitors [not selected].** These records consist of correspondence and other documents, including bills of complaints and related items from legal proceedings. Most of the documents concern patent infringements and competition. Included are surveillance reports; conditions of rental; and a list of movie houses in New York City.

### **MOTION PICTURE PATENTS COMPANY RECORDS ADMINISTRATIVE RECORDS**

These records consist of correspondence and other documents, including agreements, minutes, announcements, and financial statements. The correspondents include Frank L. Dyer, president of MPPCo, Harry N. Marvin, vice president (later president), and George F. Scull, secretary. There are also letters to or from Edison or bearing his marginalia. Many of the documents relate to license agreements with manufacturers and exhibitors. Also included are items pertaining to the federal government's antitrust suit against MPPCo and other litigation involving the company. In addition, there are several agreements with Eastman Kodak Co., along with correspondence with Eastman Kodak and the National Waterproof Film Co.

The selected folders are arranged in the following order: (1) Correspondence and Agreements (1900, 1908-1918); (2) Documents (1908-1912); (3) Eastman Kodak Company (1908-1913); (4) Memoranda (1908-1918); (5) National Waterproof Film Company (1909-1913); (6) Newspaper Clippings (1908-1912); and (7) Trade Journals (1908-1912).

**Buckbee Detective Service (1909) [not selected]**

This folder contains correspondence relating to unlicensed motion picture enterprises. Included are letters by George F. Scull of the Edison Manufacturing Co. and Charles A. Buckbee of New York.

**Correspondence and Agreements (1900, 1908-1918)**

This folder contains correspondence, agreements, and other documents relating primarily to legal matters, including license agreements and litigation. Most of the correspondence is by Frank L. Dyer, Harry N. Marvin, and George F. Scull. There are also several letters to or from Edison or bearing his marginalia. Included is a 1911 decree from the Supreme Court of the District of Columbia sustaining the validity of Edison's reissued patent on motion picture film (U.S. Patent Reissue 12,192). Also included is correspondence regarding the settlement of infringement suits involving Edison's reissued patent on a motion picture camera (U.S. Patent Reissue 12,037). Other items concern the foreign market for motion pictures; royalty arrangements with the Eastman Kodak Co.; and the federal government's antitrust suit against MPPCo. Some of the letters from 1912 refer to Dyer's resignation as president of MPPCo and Edison's opinions about the choice of a successor.

**Documents (1908-1912)**

This folder contains minutes, agreements, announcements, and financial statements. Included are a list of licensed manufacturers and importers and licensed film exchanges as of February 1, 1909, and two treasurer's reports enclosing balance sheets and profit and loss statements for the years ending June 20, 1910, and June 20, 1911.

**Eastman Kodak Company (1908-1913)**

This folder consists primarily of correspondence between the Edison Manufacturing Co. and the Eastman Kodak Co. Among the correspondents are George Eastman and Frank W. Lovejoy of Eastman Kodak and Frank L. Dyer of the Edison Manufacturing Co. Included are items relating to nonflammable film, the strength of cellulose acetate, and adjustments in projecting machines. One letter concerns production and cost methods at Eastman Kodak. Also included are several agreements involving MPPCo, the Edison Manufacturing Co., and Eastman Kodak.

**Electro Chemical and Engraving Company (1909-1910) [not selected]**

This folder consists primarily of correspondence between the Edison Manufacturing Co. and the Electro Chemical and Engraving Co. of Brooklyn. The documents concern the production of metal name plates containing patent license information for motion picture equipment.

**Hamacek, Adolph F. (1909-1910) [not selected]**

This folder contains correspondence between Frank L. Dyer and Adolph F. Hamacek, an inventor from Chicago.



#### Memoranda (1908-1918)

This folder consists primarily of memoranda and interoffice communications by Frank L. Dyer and George F. Scull of the Edison Manufacturing Co. A few items are addressed to Edison. The documents concern motion picture imports, foreign markets, and negotiations with George Eastman regarding the quality and pricing of nonflammable film. One item relates to lighting techniques. Also included are a few communications pertaining to the federal government's antitrust suit against MPPCo.

#### National Waterproof Film Company (1909-1913)

This folder contains correspondence and other documents relating to the National Waterproof Co. of Chicago, which manufactured a protective coating that was used on films produced by the Edison Manufacturing Co. and other licensees of MPPCo. Most of the letters are to or from Frank L. Dyer and Walter A. Daniels, president of the National Waterproof Film Co. Included are letters and agreements from 1911-1912 pertaining to the purchase of the company's assets by MPPCo. One letter bears a notation by Edison regarding his own stock holdings in the company. Also included are items concerning the waterproofing equipment used by the home projecting kinetoscope plant and by Edison employee William L. Jamison.

#### Newspaper Clippings (1908-1912)

This folder contains originals and photocopies of newspaper articles from the period 1908-1912. The selected items relate to Edison's attendance at an honorary dinner at the Plaza Hotel in New York City in December 1909; his appearance with MPPCo executives in a motion picture that was made as a souvenir for the occasion; and his expected income from motion picture royalties.

#### Trade Journals (1908-1912)

This folder contains correspondence and other documents relating primarily to advertising. Most of the letters are by Frank L. Dyer and representatives from *Moving Picture News*, *The Moving Picture World*, *The Nickelodeon*, and *The Show World*. Included are letters pertaining to the advertising policy of the Edison Manufacturing Co. and the first issue of *The Kinetogram*. There is also a letter to Edison from Melville E. Stone of the Associated Press regarding its coverage of a court decision involving Edison's motion picture patents.

**Motion Picture Patents Company Records  
Correspondence and Agreements (1900, 1908-1918)**

This folder contains correspondence, agreements, and other documents relating primarily to legal matters, including license agreements and litigation. Most of the correspondence is by Frank L. Dyer, Harry N. Marvin, and George F. Scull. There are also several letters to or from Edison or bearing his marginalia. Included is a 1911 decree from the Supreme Court of the District of Columbia sustaining the validity of Edison's reissued patent on motion picture film (U.S. Patent Reissue 12,192). Also included is correspondence regarding the settlement of infringement suits involving Edison's reissued patent on a motion picture camera (U.S. Patent Reissue 12,037). Other items concern the foreign market for motion pictures; royalty arrangements with the Eastman Kodak Co.; and the federal government's antitrust suit against MPPCo. Some of the letters from 1912 refer to Dyer's resignation as president of MPPCo and Edison's opinions about the choice of a successor.

Approximately 30 percent of the documents have been selected. The unselected material pertains to meeting announcements, stock transfers, and the unauthorized exhibition and duplication of films. Among the items not selected are documents relating to possible infringements upon reissued patents 12,037 and 12,192; letters dealing with the use of motion pictures in advertising and public relations; and periodic reports from licensed exhibitors.

*Copied for office*

*D  
1900 M. P.*

This agreement made and concluded at NEW YORK, N.Y.  
this the 12 day of Oct- 1900, between  
THE HINKLE IRON COMPANY of the first part and THE EDISON  
MANUFACTURING COMPANY of the second part.

The word Contractors to mean THE HINKLE IRON COMPANY  
of the first part and the word Company to mean THE EDISON  
MANUFACTURING COMPANY of the second part.  
Witnesseth:--

For and in consideration of the sum of Twenty-eight  
hundred dollars (\$2,800.) the Contractors hereby agree with  
the Company to furnish, deliver and erect complete in a good  
substantial and workmanlike manner a Photographic Studio on  
roof of building 41 East 21st Street, New York City, as per  
drawings 5, 6 and 7 dated September 4th, 1900, and the speci-  
fication herewith. Said work to be commenced immediately  
and completed within six (6) weeks, or earlier if possible,  
to the entire satisfaction of the Company's Engineer, and  
that of the New York Building Department.

#### IRON WORK-

To be substantially of sections as indicated  
on the drawings. The 10" Beams front and rear to be set  
so that the bottom is level with the Roof; to save disturbing  
old roof. All parts exposed to view to be neatly finished  
and the iron work to receive one coat of metallic paint  
before leaving the shop.

#### MASON WORK-

Side walls to be built straight and plumb of  
the height and thickness and in the position as shown on  
plans; of North River brick laid in lime and cement mortar.  
Furnish and set blue stone sills for all window openings in  
brick work.

Mansard in front and rear to be of T and angle  
iron construction and filled with 4" terra cotta blocks set  
in cement.

*Agreed  
Gutter Perimeter  
Terms of Payment  
from M. to Edison  
1901/1900 Jan*

#### CARPENTER WORK-

The part of the old roof enclosed by structure to be floored over with  $7/8$ " x  $4-1/2$ " flat grain Georgia pine flooring on 3" spruce joists. All window frames in brick work to be of wood, with glazed sashes, hardware and weights complete.

#### METAL AND SKYLIGHT WORK-

The front and rear doors to be of #16 sheet iron covering with  $3/8$ " x  $1-1/2$ " frames, properly hung and with heavy hinges and furnished with strap and inside staple. The two window openings in the rear to be furnished with pivoted metal sashes glazed with  $1/4$ " ribbed glass. All skylights to be furnished as indicated on the drawings, and all the necessary flashing, gutters and leaders; also the requisite hips, ridge and caps for roof.

#### ROOFING-

The 4" Beams and Channels of roof to be filled with the single arch construction of the Metropolitan Fire Proofing Company, warranted weather proof and water tight. Mansards to be covered with I. C. charcoal tin painted before being laid.

WALLS inside to be white washed or painted with cold water paint and woodwork inside and out to receive two coats of linseed oil and Atlantic white lead. Color to be selected. Paint all iron work inside, one good coat as selected.

The Company undertakes to furnish elevator service for the hoisting of material to the Roof.

PAYMENT will be made weekly as the work progresses on the Engineer's certificate, covering 80% of the material delivered and work done, and the balance on final completion and inspection and acceptance of the work.

In witness whereof the said party of the first part hereunto set their hands and seals this day and year first

above written.

Witness:--

And the said EDISON MANUFACTURING COMPANY has caused its corporate seal to be hereto affixed and attested by J. F. RANDOLPH, its Secretary, and these presents to be signed by W. M. GILMORE, its General Manager, the day and year above written.

Attest:---

*Wm. Simpson Engr*

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**LICENSE AGREEMENT.**

AGREEMENT made this thirty-first day of January, 1908, by and between the  
EMERSON MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State  
of New Jersey and having an office at Orange, in said State, party of the first part (hereinafter  
referred to as the "Licensor"), and

party of the second part (hereinafter referred to as the "Licensee") :

WHEREAS, the Licensor represents that it is the owner of the entire right, title and interest  
in and to reissued Letters Patent of the United States numbered 12,037, dated September 30, 1902,  
and 12,192, dated January 12, 1904, the original Letters Patent whereof were numbered 889,188,  
and dated August 21, 1897, and that there are no outstanding licenses, shoprights, or other rights  
under said Letters Patent or either of them; and

WHEREAS, the Licensee is engaged in the manufacture and sale of motion pictures, including  
the printing of positive motion pictures from negative motion pictures of the Licensee's own pro-  
duction, and, relying upon the aforesaid representations of the Licensor and induced thereby,  
desires to obtain from the Licensor a license under said two reissued Letters Patent numbered  
12,037 and 12,192;

NOW THEREFORE, the parties hereto, for and in consideration of the sum of one dollar, to each  
in hand paid by the other, and for other good and valuable considerations from each to the other  
moving, receipt of all of which is hereby acknowledged, have agreed as follows :

(1) The Licensor hereby grants to the Licensee, for the term and subject to the covenants,  
conditions and stipulations hereinafter expressed, the right and license, under said two reissued  
Letters Patent, for the United States, its territories and possessions (hereinafter called the "ter-  
ritory aforesaid"), to manufacture and use such a number of cameras or apparatus embodying the  
invention of said reissued Letters Patent No. 12,037, as may be necessary for the proper conduct of  
the Licensee's business, and to manufacture, print and produce and sell positive motion pictures  
embodying the invention of said reissued Letters Patent No. 12,192. The License hereby granted  
in person to the Licensee and does not include the right to sell or dispose of, in the "territory  
aforesaid," any cameras or apparatus embodying any invention covered by said reissued Letters  
Patent No. 12,037; and, in the event of the permanent discontinuance or retirement from business  
of the Licensee, the license hereby granted shall be immediately terminated.

(2) The Licensor, for itself, its successors, assigns, and legal representatives, hereby re-  
leases, acquits and discharges the Licensee from any and all claims, demands and liability for  
profits and damages because of any infringement by the Licensee of said reissued Letters Patent  
numbered 12,037 and 12,192, or use by the Licensee of the inventions covered thereby or by either  
of said reissued Letters Patent prior to February 1, 1908.

(3) The Licensee hereby recognizes and admits the validity of said reissued Letters Patent  
No. 12,037, so far as the first three claims thereof are concerned, and the validity of said reissued  
Letters Patent No. 12,192, and the Licensee agrees not to contest or question the same during the  
continuance of this agreement.

(4) The Licensor and Licensee mutually covenant and agree that in the manufacture of  
motion pictures, both negative and positive, in the "territory aforesaid," during the continuance of  
this agreement, they will use exclusively sensitized film approximately one and three-eighths (1 3/8)

such or thirty-five (35) millimeters in width or narrower, manufactured and sold in the United States under authority from the Licensor and hereinafter called "Licensed Film," and that they will not purchase or otherwise acquire or sell or otherwise dispose of or deal in motion pictures produced on or by the use of any other film than such "Licensed Film," nor sell or otherwise dispose of any negative motion pictures.

The Licensee covenants and agrees, upon the execution of this agreement, to furnish the Licensee with the name or names of the manufacturer or manufacturers of such "Licensed Film" from whom the Licensee and Licensee shall purchase the same, and the Licensor agrees also to keep the Licensee promptly informed, hereafter, from time to time, of the name or names of any other or additional manufacturer or manufacturers authorized by the Licensor to make such "Licensed Film" and from whom the same may be purchased.

The Licensee further covenants and agrees that it will exact from each manufacturer authorized by it to furnish or sell such "Licensed Film," an agreement in writing not to knowingly furnish or sell, in the "territory aforesaid," except for export, while so authorized to sell such "Licensed Film," sensitized film for the commercial production of negative and positive motion pictures to any one but the Licensee and its Licensees under said released Letters Patent numbered 12,007 and 12,190, except to the extent of 24% of the total amount of such "Licensed Film" of a width approximating one and three-eighths (1 3/8) inches or thirty-five (35) millimeters, or narrower supplied by such manufacturer to the Licensor and said Licensee during any one year during the continuance of such authority, which amount such manufacturer shall have the right to furnish or sell in the "territory aforesaid," to persons not engaged in the business of manufacturing, selling, leasing, renting out, or otherwise disposing of or dealing in motion pictures in the "territory aforesaid," and with the further exception that such manufacturer may also reserve the right to manufacture and sell sensitized films suitable for the commercial production of negative and positive motion pictures of a width not to exceed approximately three-quarters of an inch (3/4 in.) in the "territory aforesaid" to persons, firms and corporations engaged in the business of manufacturing, selling, leasing, renting out or otherwise disposing of or dealing in motion pictures in the "territory aforesaid." *Provided, however,* that such manufacturer may be given the additional right, by the Licensee, to furnish or sell sensitized film for the commercial production of negative and positive motion pictures to persons, firms and corporations other than those above indicated for a period of Thirty (30) days from the date of such agreement with such manufacturer, in order that such other persons, firms and corporations may have a reasonable time in which to arrange for obtaining film from some other source and not be out of during such time.

The Licensor further agrees that the royalties which it will charge to and receive from such authorized manufacturer or manufacturers for "Licensed Film" (and which are in turn to be included by the manufacturer or manufacturers in the prices charged for "Licensed Film" to the Licensee) shall not, for "Licensed Film" of a width approximately one inch and three-eighths of an inch (1 3/8 in.) or thirty-five (35) millimeters, purchased by the Licensee during any year during the continuance of this agreement, counting from the date when it takes effect as hereinafter provided, exceed the following rates, that is to say:

If the shipments of such "Licensed Film" to the Licensee, on the Licensee's orders, for any such year, be four million running feet or less, a royalty of one-half (1/2) cent per running foot on the total number of feet for that year; if such shipments, on the Licensee's orders, of such "Licensed Film," for any such year, exceed four million running feet but do not exceed six million running feet, a royalty of four and one-half (4 1/2) mills per running foot on the total number of running feet for that year; if such shipments, on the Licensee's orders, of such "Licensed Film," for any such year, exceed six million running feet but do not exceed eight million running feet, a royalty of four (4) mills per running foot on the total number of running feet for that year; if such shipments, on the Licensee's orders, of such "Licensed Film," for any such year, exceed eight million running feet but do not exceed ten million running feet, a royalty of three and three-quarters (3 3/4) mills per running foot on the total number of running feet for that year; and if such shipments, on the Licensee's orders, of such "Licensed Film," for any such year, exceed ten million running feet, a royalty of three and one-quarter (3 1/4) mills per running foot on the total number of running feet for that year. And for "Licensed Film" narrower than approximately one and three-eighths (1 3/8 in.) inch, or thirty-five (35) millimeters, the above-mentioned royalties shall be reduced in proportion to the reduction in width of such narrower "Licensed Film" below the width of such "Licensed Film" of approximately one and three-eighths (1 3/8 in.) inch or thirty-five (35) millimeters.

The Licensor further agrees that the dealings between the Licensee and the authorized manufacturer or manufacturers from whom the Licensee purchases such "Licensed Film" shall, insofar as the number of running feet ordered by or shipped to the Licensee or anything that would indicate or disclose the number of such feet is concerned, be a matter of confidence between the Licensee and such manufacturer or manufacturers, who shall not be at liberty to disclose, and

moreover shall be bound in writing not to disclose, directly or indirectly, to the Licensor or any other Licensee under the Letters Patent or either of them, heretofore referred to, the number of such feet of "Licensed Film" so ordered by or shipped to the Licensee; the Licensor further agreeing to so arrange or provide for the reports and royalty payments to be made to it by such manufacturer or manufacturers that the latter shall make such reports and royalty payments in gross, as to all of the Licensees to whom shipments of such "Licensed Film" are made, and without specifying the number of running feet of "Licensed Film" so shipped to any of them, either by a statement of the number of such feet or the amount of royalties paid or to be paid by such manufacturer or manufacturers for or on account thereof.

(6) The Licensor and Licensee further mutually covenant and agree not to sell or otherwise dispose of or offer for sale, in the "territory aforesaid," unexposed positive or negative "Licensed Film" during the continuance of this agreement; but this provision shall not prevent either party from selling as refuse, in the "territory aforesaid," second hand positive or negative motion picture or motion pictures which have been used or become shop-worn or in any way damaged, to a manufacturer or manufacturers of "Licensed Film" or to a manufacturer to manufacture other articles than film therefrom, but only after they have been rendered by the Licensor or Licensee unsuitable for use as motion pictures by cutting or otherwise defeating them; or from selling, exposed positive or negative film (either waste or in rolls) known as "blank film" for use by dealers, renters or exhibitors for leaders or for spacing or for similar purposes, but which shall not and cannot be otherwise employed for the exhibition of motion pictures.

(6) The Licensor and Licensee further mutually covenant and agree not to loan, rent out, sell or offer for sale, or otherwise dispose of, in the "territory aforesaid," motion pictures to anyone purchasing or otherwise obtaining, using, loaning, renting out, selling, offering for sale, or otherwise disposing of or dealing in, non-licensed motion pictures.

(7) The Licensee agrees to mark each and every camera or apparatus embodying the invention of reissued Letters Patent No. 12,087, which the Licensee may make or use under this agreement with the following words and figures:—

"Patented August 31, 1897;  
reissued September 30th, 1902".

and the Licensor and Licensee each agree to mark conspicuously on the labels which shall be placed on boxes or packages containing positive motion pictures manufactured in the "territory aforesaid" by the Licensor or the Licensee as the case may (unless and until the same shall be changed as provided in paragraph 17), with the following words and figures:

"LICENSED MOTION PICTURES.

(Patented in the United States August 31, 1897; reissued January 12, 1904).

The enclosed motion picture is sold upon the following terms and conditions:

(1) That the purchaser shall not sell or otherwise dispose of the same outright, but shall have the right to use such motion picture in giving moving picture exhibitions or to rent out such motion picture;

(2) That the purchaser shall not rent out such motion picture or any other motion picture licensed under the above reissued patent for use in giving motion picture exhibitions at a lower rental price, directly or indirectly, than that prescribed below;

(3) That the purchaser or user thereof shall not make any reproduction commonly known as a "dupe" of such motion picture or of any other motion picture licensed under the above reissued patent;

(4) That the purchaser or user thereof shall not remove the trade mark or trade name or title therefrom.

(8) The Licensor and Licensee further mutually covenant and agree not to use, in the production of negative or positive motion pictures under this agreement, the negative or positive motion pictures, or reproductions commonly known as "dupe" of the negative or positive motion pictures of each other or of any other manufacturer or person, firm or corporation located either in the "territory aforesaid" or in any foreign country, whether the same have or have not been copyrighted in the "territory aforesaid" or in any foreign country.



(9) The Licensor has established the following scale of minimum prices (which the Licensee admits is a fair and reasonable one) for the sale of positive motion pictures in the United States and its territories (with the exception of its insular possessions and Alaska) hereinafter called the "sales territory aforesaid," except those for export and as otherwise provided for hereinafter, embodying the invention of said renewed Letters Patent No. 12,192:

|                             |                            |
|-----------------------------|----------------------------|
| List.....                   | 12 cents per running foot; |
| Standing Order 1 print..... | 11½ " " " "                |
| " " 2 Prints.....           | 11 " " " "                 |
| " " 3 " ".....              | 10½ " " " "                |
| " " 5 " ".....              | 10 " " " "                 |
| " " 7 " ".....              | and over 9½ " " " "        |

The Licensor and Licensee further mutually covenant and agree that the above scale of minimum prices is to remain in force until a new scale of prices is adopted, each such new scale to be adopted, during the continuance of this agreement, by a plurality vote of the Licensor and the Licensee and the several other licensees hereinafter provided for, or such of them as may at the time be Licensees on the basis of one vote for each thousand running foot of new subjects placed on sale in the "territory aforesaid" by each licensee and the Licensor during the year preceding the taking of such vote; and they further covenant and agree that any changes which may hereafter be so made in said scale of prices, and of which the Licensee shall be notified in writing by the Licensor, shall be accepted and adopted by the Licensor and Licensee in the place and stead of the scale of prices above given or of any substitute or substitutes therefor adopted prior to such change. It is, however expressly mutually covenanted and agreed that in no case shall such new scale of prices either list or standing order, be less than nine (9) cents per running foot. By the expression "running feet of new subjects" above referred to, and hereafter used, the parties hereto mean the aggregate amount ascertained by adding together the individual number of running feet of one print of each and every new motion picture regularly listed and placed on sale, and irrespective of the number of prints of any subject which may be sold.

The Licensor and Licensee further mutually covenant and agree that in case, during the continuance of this agreement, there should be for any reason only three such licensees, then, and in such case, the Licensor may adopt a minimum scale of prices in the place and stead of the minimum scale of prices above given, or of any substitute or substitutes therefor adopted in the manner above provided, which, however, shall in no case be above the minimum scale of prices that may be in force at the time the Licensor adopts the said new minimum scale of prices, which said new minimum scale of prices shall be binding upon the Licensee but only after receiving notice thereof in writing from the Licensor.

(10) The Licensor and Licensee further mutually covenant and agree that an order in the "sales territory aforesaid," except for export, for one or more positive motion pictures of such and every new subject made by the parties hereto, when placed on sale in the regular order of business, shall constitute a "standing order" within the meaning of the scale of prices aforesaid or any substitute therefor hereafter adopted, said standing order to remain in force for not less than thirty (30) consecutive days; and the parties hereto further covenant and agree that the minimum price at which any additional positive motion pictures shall be sold in the "sales territory aforesaid," except for export, subsequent to the filling of a standing order, shall be the same per running foot as the pictures furnished on such standing order. All positive motion pictures which may be hereafter sold in the "sales territory aforesaid," except for export, to persons not having a standing order, as above defined, shall in every case be sold at not less than the list price mentioned in said scale of prices or any substitute therefor hereafter adopted, except as provided for in Paragraph 12 as to "special motion pictures."

(11) The Licensor and Licensee further mutually covenant and agree that positive motion pictures made by or for them and unsold prior to February 1, 1908, shall be subject to the scale of prices aforesaid and shall be sold in the "sales territory aforesaid," except those for export, at not less than the prices fixed in said scale for positive motion pictures as provided for in Paragraphs 9 and 10.

(12) It is further mutually covenanted and agreed by the Licensor and Licensee that in the case of so-called "special motion pictures", (where it is agreed by the Licensor and Licensee, as the case may be, that the negative shall be the exclusive property of the person ordering the same, although remaining in the care and custody of the Licensor or Licensee, and where positive prints

therefrom shall be made from time to time on the order of such person), the price to be paid for the making of such negative in the "territory aforesaid" shall not be less than one dollar (\$1.00) per running foot, and that the price at which positive prints therefrom shall be sold in the "territory aforesaid", except for export, shall not be less than fifteen (15) cents per running foot.

(13) The Licensor and Licensee further mutually covenant and agree not to sell motion pictures in the "sales territory aforesaid," under any circumstances, either directly or indirectly, during the continuance of this agreement, at lower prices than those fixed and established as provided for in Paragraphs 9, 10, 11 and 12, except for export.

(14) It is further and mutually covenanted and agreed by the Licensor and Licensee that the prices above referred to in Paragraphs 9, 10, 11 and 12, or any substitutes for the same hereafter adopted, shall not apply to sales or shipments of motion pictures made *bona fide* for export, when the goods, addressed to the foreign purchaser, agent or consignee, are delivered to the vessel or to a transportation company for transportation to a foreign country, and not otherwise. By export sales, the parties hereto include all sales for delivery outside of the "sales territory aforesaid."

The Licensor and Licensee further mutually covenant and agree that in no case shall export sales of motion pictures be knowingly made by them to persons, firms or corporations who such Licensor or Licensee have reason to believe will reship them for sale into the "sales territory aforesaid."

(15) The Licensor and Licensee further mutually covenant and agree that, except as provided for in Paragraph 6, they will not sell or offer for sale, in the "territory aforesaid," at reduced prices, second-hand motion pictures or motion pictures which have been used or which have become shop-worn or in any way damaged.

(16) The Licensor and Licensee further mutually covenant and agree that in the "sales territory aforesaid" all sales of positive motion pictures, except for export, shall be net sales without the allowance of any discounts or rebates or other reduction by which a purchaser might acquire positive motion pictures at lower prices than those set forth in Paragraphs 9, 10, 11 and 12, or any substitutes therefor hereafter adopted (provided, however, that in any case 25% discount may be allowed for cash), and that they will not dispose of such positive motion pictures as premiums, or by lottery, or raffle, or any game of chance, or in any way whereby they may be acquired directly or indirectly for less than the prices set forth in Paragraphs 9, 10, 11 and 12 or substitutes therefor.

The Licensor and Licensee further mutually covenant and agree that, in the "sales territory aforesaid" they will not sell or offer for sale other goods or merchandise at less than current prices in order to induce the sale of positive motion pictures, nor present or donate other goods or merchandise or prizes, or make use of credit cards or trading stamps, or offer any premium of any kind whatsoever, to induce the sale of such positive motion pictures.

(17) It is further mutually covenanted and agreed by and between the Licensor and Licensee that, except for export, no sales of positive motion pictures shall be made in the "sales territory aforesaid" by the Licensor or Licensee, except upon and subject to the following terms and conditions, the substance of which (with the exception of the condition as to the return of positive motion pictures hereinafter referred to) shall be expressed in a printed notice on the labels, as provided for in paragraph 7, accompanying each positive motion picture; namely, that the purchaser of such positive motion picture shall not sell or otherwise dispose of the same outright, but shall only have the right to use such positive motion picture in giving moving picture exhibitions, or to rent out such positive motion picture, and that the purchaser shall not make any reproduction commonly known as a "dupp." of such positive motion picture or of any other positive motion picture licensed under reissued Letters Patent No. 12,192, or rent out the same or any other positive motion picture licensed under reissued Letters Patent No. 12,192, for use in giving moving picture exhibitions at a lower rental price directly or indirectly than that prescribed by the Licensor or the Licensee, as the case may be, at the time of the sale of such motion picture; and that the purchaser of such positive motion picture shall not remove the trade mark or trade name or title therefrom; and that the purchaser shall return to the Licensor or Licensee as the case may be from whom such positive motion picture has been purchased (without any payment therefor except the transportation charges incident to the return of the same) on the first day of every month, beginning with August 1st, 1908, an amount of positive motion pictures in running feet (not purchased over six months before) and of the make of the Licensor or Licensee as the case may be to whom it is returned, equal to the amount that was so purchased during the sixth month

preceding the date of each such return; with the exception, however, that where any such positive motion pictures are destroyed by fire or lost in transportation, and proof satisfactory to the Licensor or Licensees as the case may be is furnished as to such destruction or loss, the amount so destroyed or lost shall be deducted from the amount to be returned, as aforesaid.

It is further mutually covenanted and agreed by and between the Licensor and Licensees that the rental prices aforesaid for the renting out of licensed positive motion pictures shall be fixed as soon after the date of the execution of this agreement as is practicable (and which may be changed in the same manner during the continuance of this agreement as may also any or all of the terms and conditions recited in this paragraph), by a plurality vote of the Licensor and Licensees and the several additional licensees hereinafter provided for, or such of them as may at the time be licensees, on the basis of one vote for each thousand running feet of new subjects placed on sale in the "territory aforesaid" by each licensee and the Licensor during the year preceding the taking of such vote.

(18) The Licensor and Licensees further mutually covenant and agree that in the "sales territory aforesaid" they will dispose of the positive motion pictures manufactured, printed or produced by them, only by the sale thereof, or by shipments thereof abroad (including the insular possessions of the United States and Alaska), and will not dispose of the same by loaning or renting them to others, nor use them for the purpose of giving exhibitions thereof for profit directly or indirectly; it being expressly understood and agreed, however, that they shall be at liberty to give exhibitions of such positive motion pictures without profit directly or indirectly, and to possible or prospective purchasers thereof.

(19) The Licensor further covenants and agrees that it will, during the continuance of this agreement, protect so far as possible the Licensees against the competition of infringers of said reissued Letters Patent numbered 12,037 and 12,192, and each of them, and that when it is notified or otherwise obtains knowledge of any such infringement it will promptly institute suits against such infringers, and thereupon diligently prosecute the same to final hearing and decision; all expense connected with the institution and prosecution of such suits to be borne by the Licensor, which shall also be entitled to receive and apply to its own use all recoveries had therein for damages and profits.

The Licensor and Licensees further mutually covenant and agree that if said reissued Letters Patent numbered 12,037 and 12,192, or either of the claims of the latter, or any of claims 1, 2 and 3 of the former, should be held to be invalid by a court of last resort, or not to be infringed in any suit on said Letters Patent, then and in such case the Licensees may at once terminate this agreement and the license thereby granted by giving notice of its election so to do to the Licensor.

The Licensor and Licensees further mutually covenant and agree that the Licensor may, at its own expense (except as hereinafter provided), during the continuance of this agreement, institute and prosecute suits against any licensees under said reissued Letters Patent numbered 12,037 and 12,192, for any breach or violation on the part of such licensees of the covenants respecting prices at which positive motion pictures shall be sold in the "sales territory aforesaid," and also for violation of any of the other terms, conditions or stipulations entered into by such licensee; that the Licensor shall at the end of each year, commencing from the first day of February, 1908, render to the Licensees and the other licensees hereinbefore provided for, a statement in writing showing in detail all legal expenses incurred by it during such year in the prosecution of such suit or suits; and that, up to but not exceeding the sum of Twenty Thousand Dollars (\$20,000) for any such year, all such legal expenses, insofar as they may be reasonable and proper, shall be borne and paid by the Licensor, the Licensees and the other licensees aforesaid *pro rata* according to the number of thousand running feet of new subjects placed on sale by each relatively to the total number of thousand running feet of new subjects placed on sale by all in the territory aforesaid during the year preceding the rendition of such statement. It is, however, understood and agreed that any legal expenses in such suits in excess of Twenty Thousand Dollars (\$20,000) during any such year are to be borne and paid as the Licensor and the Licensees and the several additional licensees may hereafter mutually agree upon.

(20) It is mutually covenanted and agreed by and between the Licensor and Licensees that the Licensor may grant other licensees under said reissued Letters Patent numbered 12,037 and 12,192, said licensees to be in writing and not to exceed six in number (except by a plurality vote of the Licensor and the Licensees, and the six other Licensees, or such of them as may at the time be licensees, on the basis of one vote for each thousand running feet of new subjects placed on sale in the "territory aforesaid" by such Licensees during the year preceding the taking of such vote), and not to be granted or continued upon terms, conditions or stipulations, which are in any respect more favorable to the Licensees named therein

than those set forth in this agreement; *provided, however*, that if any of such additional six licensees should be terminated, during the continuance of this agreement, then and in each such case the Licensor may grant a license to some other motion picture manufacturer but not on terms, conditions or stipulations which are more favorable as to such new licensee than those set forth in this agreement, it being the intent and purpose of the Licensor and Licensees that the Licensor shall have the privilege of having six outstanding licensees under said reissued Letters Patent numbered 12,087 and 12,192, in addition to that granted to the Licensee.

It is further mutually covenanted and agreed by and between the Licensor and Licensee that in case the Licensor should be notified by the Licensee or it should otherwise come to its knowledge that any such additional licensee has knowingly or through gross neglect or carelessness broken, violated or failed to perform any of the terms, conditions or stipulations of the license granted by the Licensor resulting in substantial injury to the Licensor, or the Licensee or the other licensees, the Licensor will promptly notify such licensee in writing of such breach, violation or non-performance, and if such licensee should, for a period not exceeding forty (40) days, after such notice, persist in or fail to correct, repair or remedy the same, the Licensor shall at once terminate the license to such licensee; and that in case any such licensee should be guilty of a second grossly negligent, careless or knowing breach, violation or non-performance of such terms, conditions or stipulations, resulting in substantial injury to the Licensor, or the Licensee or the other licensees, then, and in such case, the Licensor shall terminate the license to such licensee by giving the latter thirty (30) days' notice in writing of its intention so to do.

(21) It is mutually covenanted and agreed by and between the Licensor and Licensee that unless sooner terminated, as hereinafter provided, this agreement and the license granted thereby shall take effect February 1, 1933, and shall continue for the term of two years from said date, but that the Licensee may renew this agreement and license thereafter from year to year upon the same terms, conditions and stipulations as herein provided, by giving notice to the Licensor on or before December 1, in each year, beginning with the year 1930, of its election to so renew this agreement and license, and upon the giving of each such notice this agreement and the license thereby granted shall be considered and treated by the Licensor and Licensee as renewed for the period of one year, beginning February 1, of the year following such notice, except that the last renewal shall be for the period from February 1, 1934, to August 31, 1934, but in no case shall this agreement or license be continued beyond August 31, 1934, the date of expiration of the reissued Letters Patent numbered 12,087 and 12,192.

It is further mutually covenanted and agreed by and between the Licensor and Licensee that if, during said original term or during any such renewal period, either party should, knowingly or through gross neglect or carelessness, be guilty of a breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, and should, for the period of forty days after notice thereof from the other party persist therein or fail to correct, repair or remedy the same, then and in such case the party aggrieved may terminate this agreement by giving notice in writing to the guilty party of its intention so to do. It is, however, mutually covenanted and agreed by and between the Licensor and Licensee that if the guilty party should correct, repair or remedy such breach, violation or non-performance of its covenants, conditions and stipulations within the said period of forty (40) days after such notice, and should thereafter knowingly or through gross neglect or carelessness be guilty of a second breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, then, and in such case, the party aggrieved may terminate this agreement by giving thirty (30) days' notice in writing to the guilty party of its intention so to do. Such termination of the agreement, however, shall not prejudice either party hereto in the recovery of damages because of any such breach, violation or non-performance by the other party hereto.

(22) All notices provided, for in this agreement shall be in writing and shall be given by delivering the same to the Licensor or Licensee, as the case may be, or by depositing such notices, postage prepaid, in any Post-office of the United States, in a sealed envelope directed to the Licensor or Licensee, as the case may be, at its last known Post-office address, to be forwarded by registered mail.

(23) It is mutually covenanted and agreed by and between the Licensor and Licensee that after notice of the termination of this agreement and the license granted thereby by either party, as provided for in paragraph 21 of this agreement, and after the same have been terminated, no matter what the cause or manner of termination may be, neither this license agreement, nor the fact that the Licensee has entered into or acted under it, shall be used in any manner, directly or indirectly, by or for the Licensor, its successors, assigns or legal representatives, or by or for others with its or their consent or permission, against the Licensee, or the Licensee's successors or legal

representatives, in any litigation, controversy or proceeding involving the Licensees or them or any other persons, firms or corporations, or in any other way, it being understood and agreed that upon each termination the positions and rights of the Licensor and Licensee shall be the same as if this agreement had not been made; *provided, however*, that the rights of neither party shall be prejudiced by each termination in the recovery of damages for any breach or other violation of this agreement by the other occurring prior to each termination.

(24) It is mutually covenanted and agreed that this agreement shall bind and inure to the benefit of the Licensor, its successors, assigns and legal representatives.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed, the Licensor by its officers duly authorized to perform these acts, and the Licensee by \_\_\_\_\_ the day and year first above written.

AGREEMENT, Made this 8th day of February, 1908,  
between EDISON MANUFACTURING COMPANY, a corporation organized  
under the Laws of the State of New Jersey, party of the first  
part, and, AMERICAN VITAGRAPH COMPANY, a corporation organized  
under the Laws of the State of New York;

RICHARD LUBIN, of Philadelphia, Pennsylvania;  
SELIG POLYSCOPE COMPANY, a corporation organized  
under the Laws of the State of Illinois;

ESSANY COMPANY, a corporation organized under the  
Laws of the State of Illinois;

KALEM COMPANY, a corporation organized under  
the Laws of the State of New York; and,

GASTON MELLIES, for himself and as Attorney for  
GEORGE MELLIES, of Paris, France,  
parties of the second part,

W I T N E S S E T H :

WHEREAS, By separate agreements executed January  
31st 1908, between the parties hereto, Licenses were granted  
to the parties of the second part under Re-Issued LETTERS  
PATENT Numbered 12057 and 12192, of THOMAS A. EDISON, the  
party of the first part, as Licensor, and the parties of the  
second part, as Licensees, under said Re-Issued Letters Patent,  
agreeing to purchase Licensed Film only from a licensed man-  
ufacturer or manufacturers authorized and licensed under said  
Re-Issued Letters Patent; And,

WHEREAS, the party of the first part, in and by  
said agreements, undertook that "It will exact from each

manufacturer authorized by it to furnish or sell such Licensed Film, an agreement in writing not to knowingly furnish or sell in the 'territory aforesaid' except for export while so authorized to sell such Licensed Film, Sensitized Film for the commercial production of Negative and Positive Motion Pictures to any but the Licensor and its Licensees under said Re-Issued Letters Patent, Numbered 12027 and 12192, except to the extent of two and one-half (2½) per cent. of the total amount of such Licensed Film, of a width approximating one and three-eighths (1 3/8) inches, or thirty-five (35) Millimeters or narrower, supplied by such manufacturer to the Licensor and said Licensees during any one year during the continuance of such authority"; And,

WHEREAS, The Licensor has delegated such authority to the EASTMAN KODAK COMPANY, a corporation organized under the Laws of the State of New York, with the understanding, however, that said Eastman Kodak Company should be authorized to supply Film for the manufacture of Motion Pictures to the American Mutoscope and Biograph Company, a corporation organized under the Laws of the State of New Jersey, for its own use, and should also be authorized to supply Film for the manufacture of Motion Pictures to any foreign manufacturer at present established abroad who might hereafter establish a plant in this country for the manufacture of Motion Pictures; And,

WHEREAS, the parties of the second part are willing that the Licensed Manufacturer should be authorized to sell such Film outside of the Licensor and Licensees, as above provided;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), to each of the parties in hand paid by the other, receipt of which is HEREBY ACKNOWLEDGED, and of other good and valuable consideration, the parties have AGREED as follows:

The parties covenant and agree that the agreement made between the parties of the first part and the EASTMAN KODAK COMPANY, providing, as aforesaid, that the Eastman Kodak Company shall be free to supply Motion Picture Film to the American Mutoscope and Biograph Company for its own use and to any foreign manufacturer of Motion Pictures at present established who may hereafter establish a manufacturing plant in this country for making Motion Pictures, shall be accepted in the place and stead of the arrangement with the Licensed Manufacturer contemplated in said agreement aforesaid;

PROVIDED, HOWEVER, That in other respects the arrangement made with the Eastman Kodak Company shall comply strictly with the terms and conditions stipulated in said agreements.

IN WITNESS WHEREOF, The parties hereto have executed this agreement the day and year first above written.

*Exham Manufacturing Co.*  
*By W. B. Linn*  
*W. B. Linn*



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License Agreement

between

W. H. R. R. Co. and

Edwin H. H. Co.

dated

Dec 15<sup>th</sup> 1902

This license agreement  
was superseded by  
license agreement  
dated June 6<sup>th</sup> 1902  
(File 507)

## LICENSE AGREEMENT.

(a) THIS AGREEMENT, made this 18<sup>th</sup> day of *January* 1908, by and between METRO PICTURE PATENT COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having an office at Jersey City, in said State, party of the first part, (hereinafter referred to as the Licensee) and the EDISON MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having an office at Orange, in said State, party of the second part, (hereinafter referred to as the Licensee or the Edison Company), WITNESSETH:

(b) WHEREAS, the Licensee represents that it is organized to own, deal in and grant licenses under Letters Patent pertaining to the motion picture art, and that it is the owner of all the right, title and interest in and to United States Letters Patent—

- No. 878,185, dated March 2, 1897, for Vitasecopes, granted to Thomas Armat;
- No. 880,749, dated April 13, 1897, for Vitasecopes, granted to Thomas Armat;
- No. 886,003, dated July 20, 1897, for Phantoscopes, granted to Charles F. Jenkins and Thomas Armat;
- No. 688,916, dated August 24, 1897, for Kinetoscopes, granted to Charles M. Campbell as the assignee of Willard G. Steward and Ella F. Frost;
- No. 620,003, dated July 18, 1899, for Kinetoscopic Camera, granted to American Mutoscope Company as the assignee of Herman Casler;
- No. 678,329, dated April 30, 1901, for Kinetoscopes, granted to The American Vitagraph Company as the assignee of Albert E. Smith;
- No. 678,002, dated May 14, 1901, for Vitasecopes, granted to Thomas Armat;
- No. 707,034, dated August 26, 1902, for Projecting Kinetoscope, granted E. & H. T. Anthony & Co. as assignees of Woodville Latham;
- No. 722,882, dated March 10, 1903, for Animated Picture Apparatus, granted to American Mutoscope & Biograph Company as the assignee of John A. Ross;
- No. 744,251, dated November 17, 1903, for Kinetoscope, granted Albert E. Smith;
- No. 770,037, dated September 27, 1904, for Kinetoscopes, granted The Vitagraph Company of America as the assignee of Albert E. Smith;
- No. 771,280, dated October 4, 1904, for Winding-Reel, granted Albert E. Smith;
- No. 785,205, dated March 21, 1905, for Films-Slides for Kinetoscopes, granted The Vitagraph Company of America as the assignee of William Elwood; and
- No. 785,237, dated March 21, 1905, for Film-Holder for Kinetoscopes, granted The Vitagraph Company of America as the assignee of Albert E. Smith;

all of which said Letters Patent relate to improvements in the motion picture art, and that there are no outstanding licenses, shop rights or other rights under said Letters Patent, or either of them, except a license for Pastor Kinetoscopes granted The Karamita Company, of Washington, D. C., under Letters Patent Nos. 678,185, 680,749, 686,003 and 678,992, and certain alleged licenses under U. S. Letters Patent No. 886,953, which are in dispute, claimed to be owned by the Edison Company and the American Graphophone Company, of Washington, D. C., and S. Lubin, of Philadelphia, Pennsylvania; and excepting a license granted by the American Mutoscope & Biograph Company to the firm of Marvin and Casler to manufacture and sell cameras and exhibiting or projecting machines under Letters Patent owned by it (some of which are heretofore referred to) for use in foreign countries only, and excepting certain licenses granted by the Armat Motion Picture Company to the American Mutoscope & Biograph Company under Letters Patent Nos. 678,185, 680,749, 686,003, 688,916 and 678,992, and by the latter Company to the former Company under Patents Nos. 707,034 and 722,882, which licenses are, however, by agreement between said parties, suspended, and are not to be acted upon until the Licensee becomes bankrupt, ceases doing business or shall be dissolved voluntarily or otherwise, or its Charter shall be repealed; and

(c) WHEREAS, the Licensee is the owner of all the right, title, and interest in and to the said Letters Patent of the United States numbered 12,067, dated September 30, 1902; and 12,192, dated January 12, 1904, the original Letters Patent whereof are numbered 880,168 and dated August 31, 1897, and that there are no outstanding licenses, shop rights or other rights under said reissued Letters Patent, or either of them, except license agreements hereunder between the Edison Company and Pathé Freres of New York, dated May 20, 1908, (to go into effect June 20, 1908), and between the Edison Company and the Edison Company, of New York; the Essanay Company, of Chicago; Siegmund Lubin, of Philadelphia; George Melies Company of Chicago, Illinois; the Selig Polyscope Company, of said Chicago; and The Vitagraph Company of America, of New York, all dated January 31, 1908; and

(d) WHEREAS, the Edison Company and the licensees before mentioned under the said released Letters Patent numbered 12,037 and 12,192, have suspended the operation of the said license agreements; and

(e) WHEREAS, the Licensee is engaged in the manufacture and sale of motion pictures, including the printing of positive motion pictures from negative motion pictures of the Licensee's own production, and, relying upon the aforesaid representations of the Licensor, and induced thereby, desires to obtain from the Licensor a license under said two released Letters Patent numbered 12,037 and 12,192, and Letters Patent Nos. 629,063 and 707,934, and to lease positive motion pictures, for use in exhibiting or projecting machines containing the inventions, or any of them, described and claimed in said Letters Patent Nos. 629,063, 707,934, 722,382, 744,251, 770,937, 771,280, 785,205 and 785,237, and to sell positive motion pictures on film of a width approximately one (1) inch or less in certain territory and on film of any width in certain territory;

(f) Now THEREFORE, the parties hereto, for and in consideration of the sum of One Dollar to each in hand paid by the other, and for other good and valuable considerations from each to the other moving, receipt of all of which is hereby acknowledged, have agreed as follows:

1. The Licensor hereby grants to the Licensee for the term and subject to the covenants, conditions and stipulations hereinafter expressed, the right and license under said released Letters Patent No. 12,037 and Letters Patent Nos. 629,063 and 707,934, for the United States, its territories, dependencies and possessions (hereinafter called the "territory aforesaid") to manufacture and use such a number of cameras embodying the inventions of said released Letters Patent No. 12,037 and Letters Patent Nos. 629,063 and 707,934, as may be necessary for the proper conduct of the Licensee's business, and to manufacture, print and produce positive motion pictures embodying the inventions of said released Letters Patent No. 12,192, and to lease the same in the United States, its territories, dependencies and possessions, (with the exceptions of its insular possessions and Alaska), hereinafter referred to as the "lease territory aforesaid," on film of a greater width than approximately one (1) inch, upon condition that they be used solely in exhibiting or projecting machines containing the inventions or some of them of said Letters Patent Nos. 678,185, 680,749, 686,932, 688,010, 673,329, 673,992, 707,934, 722,382, 744,251, 770,937, 771,280, 785,205, and 785,237, and licensed by the Licensor, and to sell positive motion pictures embodying the invention of said released Letters Patent No. 12,192, on film of a width approximately one (1) inch or less in the "lease territory aforesaid" and on film of any width in or for said insular possessions and Alaska and foreign countries, hereinafter referred to as "said export territory" or "for export."

The License hereby granted is personal to the Licensee and does not include the right to dispose of, in the "territory aforesaid," any camera embodying any invention covered by said released Letters Patent No. 12,037 and Letters Patent Nos. 629,063 and 707,934; and, in the event of the permanent discontinuance or retirement from business of the Licensee for a period of six consecutive months, the license hereby granted shall be immediately terminated.

2. The Licensee, for itself, its successors, assigns and legal representatives, hereby releases, acquits and discharges the Licensor from any and all claims, demands and liability for profits and damages, because of any infringement by the Licensee of any or all of the aforesaid United States Letters Patent Nos. 678,185, 680,749, 686,932, 688,010, 629,063, 673,329, 673,992, 707,934, 722,382, 744,251, 770,937, 771,280, 785,205 and 785,237, and released Letters Patent Nos. 12,037 and 12,192, or use by the Licensee of the inventions, or any of them, covered by said Letters Patent or either of them prior to the date hereof.

3. The Licensee hereby recognizes and admits the validity of said released Letters Patent No. 12,037, so far as the first three claims thereof are concerned, and the validity of said released Letters Patent No. 12,192 and Letters Patent Nos. 678,185, 680,749, 686,932, 688,010, 629,063, 673,329, 673,992, 707,934, 722,382, 744,251, 770,937, 771,280, 785,205, and 785,237, and the Licensee agrees not to contest or question the same during the continuance of this agreement.

4. The Licensee covenants and agrees that in the manufacture of motion pictures, both negative and positive in the "territory aforesaid," during the continuance of this agreement, the Licensee will use exclusively sensitized film manufactured and sold in the United States by a manufacturer or manufacturers authorized by the Licensor, such sensitized film hereinafter called "Licensed Film," and that the Licensee will not, in the

"territory aforesaid," purchase or otherwise acquire or lease or sell or otherwise dispose of or deal in, motion pictures produced on or by the use of any other film than such "Licensed Film," nor sell or otherwise dispose of any negative motion pictures.

The Licensor further covenants and agrees that it will, in an agreement in writing with each manufacturer of "Licensed Film," obligate such manufacturer, so long as the latter has the exclusive right to make and sell such "Licensed Film," not to knowingly furnish or sell, in the "territory aforesaid," except "for export," sensitized film for the commercial production of negative and positive motion pictures to any one but the Licensee, and the additional licensees hereinafter provided for, except to the extent of 2 1/4% of the total amount of such "Licensed Film" supplied by such manufacturer, to the parties to the license agreements referred to in Paragraph (c) during the year preceding June 30, 1910, and to the Licensee and the additional licensees hereinafter provided for, during any one year thereafter during the continuance of such agreement, which amount such manufacturer shall have the right to furnish or sell, in the "territory aforesaid," to persons not engaged in the business of manufacturing, leasing, selling, loaning, renting out, or otherwise disposing of or dealing in motion pictures in the "territory aforesaid"; and with the further exception that such manufacturer may also reserve the right to manufacture and sell sensitized film suitable for the commercial production of negative and positive motion pictures, of a width not to exceed approximately one (1) inch in the "territory aforesaid," to persons, firms and corporations engaged in the business of manufacturing, leasing, selling, loaning, renting out or otherwise disposing of or dealing in motion pictures in the "territory aforesaid," but upon the condition that in case any of them produces thereon any picture greater in size than approximately three-quarters (3/4) of an inch on a line either parallel to or at right angles to the edge of such film, and such manufacturer has knowledge thereof, such manufacturer will cease supplying such sensitized film to any person, firm or corporation so doing; and with the further exception that such manufacturer may also reserve the right to manufacture and sell in the "territory aforesaid" such sensitized film suitable for the commercial production of negative and positive motion pictures of any width, to persons, firms and corporations now having an established business of manufacturing motion pictures in any country foreign to the United States, who now manufacture negative and positive motion pictures in the United States, or who may after the date of this agreement commence the manufacture of negative or positive motion pictures in the United States.

The Licensor further agrees that the dealings between the Licensee and the authorized manufacturer or manufacturers from whom the Licensee purchases such "Licensed Film" shall, insofar as the number of running feet ordered by or shipped to the Licensee or anything that would indicate or disclose the number of such feet is concerned, be a matter of confidence between the Licensee and such manufacturer or manufacturers, who shall not be at liberty to disclose, and moreover shall be bound in writing not to disclose, directly or indirectly, to the Licensor or any of the additional licensees hereinafter provided for, the number of such feet of "Licensed Film" so ordered by or shipped to the Licensee; the Licensor further agreeing to so arrange or provide for the reports and royalty payments to be made to it by such manufacturer or manufacturers that the latter shall make such reports and royalty payments in gross, as to all of the licensees to whom shipments of such "Licensed Film" are made, and without specifying the number of running feet of "Licensed Film" so shipped to any of them, either by a statement in writing of the number of such feet or the amount of royalties paid or to be paid by such manufacturer or manufacturers for or on account thereof.

The Licensor and Licensee further mutually covenant and agree that no royalty shall be charged to or collected from the Licensee by the Licensor up to June 30, 1910, or during any renewal of this agreement; and that the Licensor shall charge royalties or rents for the use of all exhibiting or projecting machines containing inventions, or any of them, described and claimed in the aforesaid Letters Patent Nos. 578,185, 580,740, 586,953, 588,916, 573,329, 573,992, 707,334, 722,882, 744,261, 779,937, 771,280, 785,205, and 781,897, licensed by the Licensor, and of all such royalties or rents shall be collected by the Licensor, directly or indirectly, from the exhibitors using such machines, and shall be paid by the Licensor and charged and collected from such exhibitors by the Licensee at such a rate as to average as nearly as possible a royalty or rental of Two Dollars (\$2.00) per week for each such licensed machine in the territory aforesaid.

5. The Licensee further covenants and agrees not to sell or otherwise dispose of or offer for sale, in the "territory aforesaid," unexposed positive or negative "Licensed Film" during the continuance of this agreement; but this provision shall not prevent the Licensee from selling as refuse, in the "territory aforesaid," second-hand positive or negative motion

pictures or motion pictures which have been used or become shop-worn or in any way damaged, to a manufacturer or manufacturers of "Licensed Film" or to a manufacturer to manufacture other articles than film therefrom, but only after they have been rendered by the Licensee unsuitable for use as motion pictures by cutting or otherwise defacing them; or from selling exposed positive or negative film (either waste or in rolls) known as "blank film" for use by dealers, renters or exhibitors for lenders or for spacing or for similar purposes, but which shall not and cannot be otherwise employed for the exhibition of motion pictures.

6. The Licensee further covenants and agrees not to lease, loan, rent out, sell or offer for sale, or otherwise dispose of in the "territory aforesaid," motion pictures to anyone purchasing or otherwise obtaining, leasing, using, hauling, renting out, selling, offering for sale, or otherwise disposing of or dealing in, motion pictures containing the invention of said reissued Letters Patent No. 12,182, not the output of the Licensee or of the additional licensees hereinafter provided for.

7. The Licensee further covenants and agrees to mark each and every camera which the Licensee may make or use under this agreement embodying the inventions of reissued Letters Patent No. 12,087, Letters Patent Nos. 629,968 and 707,934, or either of them, with the word "PATENTED" followed by the dates of grant of all of the said Letters Patent, the inventions claimed in which are embodied in the said camera or apparatus, and to photographically print the Licensee's trade mark in each picture of at least one scene of each subject of positive motion pictures on film of a greater width than approximately one (1) inch manufactured by the Licensee and issued in the "lease territory aforesaid," and to mark conspicuously on the labels which shall be placed on boxes or packages containing positive motion pictures on film of a greater width than approximately one (1) inch manufactured by the Licensee in the "territory aforesaid," with the following words and figures:

LICENSED MOTION PICTURE.  
Manufactured and Leased by and Property of

(Patented in the United States August 31, 1897; reissued January 12, 1904).

The enclosed motion picture is leased only and upon the following terms and conditions:-

1. That the lessee shall not sell or otherwise dispose of the same outright, but shall have only the right to sub-let or use such motion picture.
2. That the lessee shall permit such motion pictures to be exhibited only on motion picture projecting machines licensed by the Motion Picture Patents Company of New Jersey under its patents covering such projecting machines.
3. That the lessee shall not sublet such motion picture or any other motion picture containing the invention of the above reissued patent for use in any motion picture exhibitions at a lower sub-rental price, directly or indirectly, than that agreed upon (if any) in the contract of lease between the lessee and the lessor of this picture.
4. That the lessee or user thereof shall not make or permit others to make any reproduction, commonly known as a "dupe," of such motion picture or any other motion picture containing the inventions of the above reissued patent.
5. That the lessee or user thereof shall not remove the trademark or trade name or title therefrom.

6. That the violation of any of the foregoing conditions entitles the lessor to immediate possession of this motion picture without liability for any price which the lessee or the person in whose possession it is found, may have paid therefor.

The Licensor further covenants and agrees to use all possible diligence in licensing exhibiting or projecting machines now in use in the "lease territory aforesaid" embodying any or all of the inventions described and claimed in the said Letters Patent Nos. 578,185, 580,749, 586,903, 588,015, 673,329, 673,952, 707,934, 722,883, 744,251, 770,937, 771,280, 785,390 and 785,257, and that royalties or rents from the users of such exhibiting or projecting machines will not be exacted, directly or indirectly, until *March 1, 1919*

8. The Licensee further covenants and agrees not to use, in the production of negative or positive motion pictures, under this agreement, the negative or positive motion pictures, (or reproductions commonly known as "duplicates" of the negative or positive motion pictures) of any other manufacturer or person, firm or corporation located either in the "territory aforesaid" or in any foreign country, whether the same have or have not been copyrighted in the "territory aforesaid" or in any foreign country.

9. The Licensor has established the following scale of minimum prices (which the Licensee admits is a fair and reasonable one) for the lease of positive motion pictures on film of a greater width than approximately one (1) inch in the "lease territory aforesaid," embodying the invention of said released Letters Patent No. 12,192:

|   |    |       |     |         |       |
|---|----|-------|-----|---------|-------|
| List .....  | 18 | cents | per | running | foot; |
| Standing Order .....  | 11 | "     | "   | "       | "     |
| Films leased between two and four months after release date ..... | 9  | "     | "   | "       | "     |
| Films leased between four and six months after release date ..... | 7  | "     | "   | "       | "     |
| Films leased over six months after release date .....             | 5  | "     | "   | "       | "     |

The Licensor and Licensee further mutually covenant and agree that the above scale of minimum prices is to remain in force until a new scale of prices is adopted, each such new scale to be adopted, during the continuance of this agreement, by a majority vote to be forthwith communicated to the Licensor of the Licensee and the several additional Licensees hereinafter provided for, or such of them as may at the time be licensees on the basis of one vote for each thousand running feet of new subjects on film of a greater width than approximately one (1) inch offered for lease or sale in the "territory aforesaid" by each licensee during the year preceding the taking of such vote; and they further covenant and agree that any changes which may hereafter be so made and communicated to the Licensor in said scale of prices, and of which the Licensee shall be notified in writing by the Licensee, shall be accepted and adopted by the Licensee in the place and stand of the scale of prices above given or of any substitute or substitutes therefor adopted prior to such change. It is, however, expressly mutually covenanted and agreed that in no case shall such new scale of prices, either list or standing order, be less than nine (9) cents per running foot for any motion picture leased within four months of the date of release of the said motion picture.

By the expression "running feet of new subjects" above referred to, and hereafter used, the parties hereto mean the aggregate amount ascertained by adding together the individual number of running feet of one print of each and every new motion picture on film of a greater width than approximately one (1) inch, regularly listed and offered for lease in the "lease territory aforesaid."

The Licensor and Licensee further mutually covenant and agree that in case, during the continuance of this agreement, there should be for any reason only three such Licensees, then, and in such case, the Licensor may adopt a minimum scale of prices in the place and stand of the minimum scale of prices above given or of any substitute or substitutes therefor adopted in the manner above provided, which, however, shall in no case be above the minimum scale of prices that may be in force at the time the Licensor adopts the said new minimum scale of prices, which said new minimum scale of prices shall be binding upon the Licensee, but only after receiving notice thereof in writing from the Licensor.

10. The Licensor and Licensee further mutually covenant and agree that an order in the "lease territory aforesaid," for one or more positive motion pictures of each and every new subject made by the Licensee, (except chrono-photographic subjects and other special subjects that are announced and advertised as special by the Licensee and of which no copy or print is leased by the Licensee for less than list price within two (2) months after release date) when offered for lease in the regular order of business, shall constitute a "standing order" within the meaning of the scale of prices aforesaid or any substitute therefor hereafter adopted, said standing order to remain in force for not less than fourteen (14) consecutive days; and the parties hereto further mutually covenant and agree that the minimum price at which any additional positive motion pictures shall be leased, in the "lease territory aforesaid," subsequent to the filling of a standing order, shall be the same per running foot as the pictures furnished on such standing order, unless otherwise provided for in the scale of prices aforesaid or any substitute therefor hereafter adopted. All positive motion pictures which may be hereafter leased in the "lease territory aforesaid," to persons not having a standing order, as above defined, shall in every case be leased at not less than the list price mentioned in said scale of prices or any substitute therefor hereafter adopted, except it be otherwise provided by a majority vote of the Licensees and the several additional licensees hereinafter provided for, or each of them as may at the time be licensees, on the basis of one vote for each thousand running feet of new subjects, on film of a greater width than approximately one (1) inch, offered for lease or sale in the "territory aforesaid" by each licensee during the year preceding the taking of such vote, and except as provided for in Paragraph 12 as to "special motion pictures."

11. The Licensor and Licensee further mutually covenant and agree that positive motion pictures made by or for the Licensee and unsold prior to the date hereof, shall be subject to the scale of prices aforesaid and shall be leased in the "lease territory aforesaid," at not less than the prices fixed in said scale for positive motion pictures as provided for in Paragraphs 9 and 10.

12. The Licensor and Licensee further mutually covenant and agree that in the case of so-called "special motion pictures", (where it is agreed, by the Licensee, that the negative shall be the exclusive property of the person ordering the same, although remaining in the care and custody of the Licensee, and where positive prints therefrom shall be made from time to time on the order of such person), the price to be paid for the making of such negative in the "territory aforesaid" shall not be less than one dollar (\$1.00) per running foot, and that the price at which positive prints therefrom shall be leased in the "territory aforesaid," shall not be less than fifteen (15) cents per running foot.

13. The Licensee further covenants and agrees not to lease motion pictures in the "lease territory aforesaid," under any circumstances, either directly or indirectly, during the continuance of this agreement, at lower prices than those fixed and established as provided for in Paragraphs 9, 10, 11 and 12.

14. It is further mutually covenanted and agreed by the Licensor and Licensee that the Licensee shall have the right to sell motion pictures in or for "said export territory," and that the prices above referred to in Paragraphs 9, 10, 11 and 12, or any substitute or substitutes for the same hereafter adopted, shall not apply to sales or shipments of motion pictures made bona fide for export, when the goods, addressed to the purchaser, agent or consignee, are delivered to the vessel or to a transportation company for transportation to "said export territory," and not otherwise.

The Licensor and the Licensee further mutually covenant and agree that in no case shall sales "for export" of motion pictures be knowingly made by the Licensee to persons, firms or corporations whom such licensee has reason to believe will reimport them into the "lease territory aforesaid" for sale or use.

15. The Licensor and the Licensee further mutually covenant and agree that, except as provided for in Paragraph 5, the Licensee will not sell or lease, or offer for sale or lease in the "territory aforesaid" at reduced prices, second-hand motion pictures or motion pictures which have been used or which have become shop-worn or in any way damaged.

16. The Licensor and the Licensee further mutually covenant and agree that in the "lease territory aforesaid," all leases of positive motion pictures shall be at the prices hereinbefore provided for, without the allowance of any discounts or rebates or other reduction, (except such as may be adopted by the unanimous votes of all the Licensees) by which a lessee might acquire positive motion pictures at lower prices than these set forth in Paragraphs 9, 10, 11 and 12, or any substitutes therefor hereafter adopted, and that the Licensee will not

dispose of such positive motion pictures as premiums, or by lottery, or raffle, or any game of chance, or in any way whereby they may be acquired directly or indirectly for less than the prices set forth in Paragraphs 9, 10, 11 and 12, or substitutes therefor.

The Licensee further covenants and agrees that, in the "lease territory aforesaid," the Licensee will not sell or offer for sale other goods or merchandise at less than current prices in order to induce the lease of positive motion pictures, nor present or donate other goods or merchandise or prizes, or make use of credit cards or trading stamps, or offer any premiums of any kind whatsoever to induce the lease of such positive motion pictures.

17. It is further mutually covenanted and agreed by and between the Licensor and Licensee that no lease of positive motion pictures, on film of a greater width than approximately one (1) inch, shall be made in the "lease territory aforesaid" by the Licensee, except upon and subject to the following terms and conditions, the substance of which (with the exception of the condition as to the return of positive motion pictures hereinafter referred to) shall be expressed in a printed notice on the labels, as provided for in Paragraph 7, accompanying each positive motion picture, namely: (1) that the lessee of such positive motion picture shall not sell or otherwise dispose of the same outright, but shall only have the right to use such positive motion picture in giving motion picture exhibitions in machines licensed by the Licensor under the said Letters Patent Nos. 578,185, 580,749, 586,953, 588,916, 673,329, 673,992, 707,934, 722,382, 744,251, 770,937, 771,289, 785,205, and 785,237, or one or more of them, or under any other Letters Patent that it may hereafter acquire or control, or to sub-lease such motion picture for use in such machines, and that (2) the lessee shall not make or permit others to make any reproduction commonly known as a "dupe" of such positive motion picture or any other positive motion picture containing the invention of said reissued Letters Patent No. 12,192, or (3) sub-lease the same or any other positive motion picture on film of a greater width than approximately one (1) inch containing the invention of said reissued Letters Patent No. 12,192, for use in giving motion picture exhibitions, at a lower lease price directly or indirectly than that prescribed by the Licensee, at the time of the lease of such motion picture; and (4) that the lessee of such positive motion picture shall not remove the trade mark or trade name or lessee of such positive motion picture shall return to the Licensee from whom such positive motion picture has been leased (without any payment therefor except the transportation charges incident to the return of the same) on the first day of every month, beginning with ~~the~~ <sup>the</sup> 1st day of 1909, an amount of positive motion pictures (on film of a greater width than approximately one (1) inch) in running feet (not leased by the Licensee over six months before) and of the make of the Licensee, to whom it is returned, equal to the amount that was so leased during the sixth month preceding the date of each such return; with the exception, however, that where any such positive motion pictures are destroyed by fire or lost in transportation, and proof satisfactory to the Licensee is furnished as to such destruction or loss, the amount so destroyed or lost shall be deducted from the amount to be returned, as aforesaid.

It is further mutually covenanted and agreed by and between the Licensor and Licensee that the sub-lease price aforesaid for sub-leasing of positive motion pictures, on film of a greater width than approximately one (1) inch, shall be fixed (and which may be changed in the same manner during the continuance of this agreement, as may also the 5th condition before recited in this paragraph) by a majority vote of the Licensee and the several additional licensees hereinafter provided for, or such of them as may at the time be subject to the said conditions, on the basis of one vote for each thousand running feet of new subjects, on film of a greater width than approximately one (1) inch, offered for lease or sale in the "territory aforesaid" by such licensees during the year preceding the taking of such vote.

The Licensee further covenants and agrees that in the "lease territory aforesaid" the Licensee will not discriminate in favor of any lessee, or place upon any motion pictures any restrictions, other than those specified in this paragraph and Paragraph 7 hereof, unless authorized by a majority vote of the Licensee and the several additional licensees hereinafter provided for, or such of them as may at the time be licensees.

18. The Licensee covenants and agrees that in the "lease territory aforesaid" the Licensee will dispose of the positive motion pictures, on film of a greater width than approximately one (1) inch, manufactured, produced or printed by the Licensee, only by the sale "for export" and shipment thereof into "said export territory," or by the lease thereof to others for the purpose only of either sub-leasing the same to persons, firms or corporations using such motion pictures for giving exhibitions thereof in exhibiting or projecting machines licensed by the Licensee containing the inventions, or some of them, described and claimed in said Letters Patent Nos. 578,185, 580,749, 586,953, 588,916, 673,329, 673,992, 707,934, 722,382, 744,251, 770,937, 771,289, 785,205 and 785,237, or in Letters Patent hereafter



acquired or controlled by the Licensor, or of using the same in such machines so licensed, and will not use the same for the purpose of giving exhibitions thereof for profit, directly or indirectly; it being expressly understood and agreed by and between the Licensor and Licensee, however, that the Licensee shall be at liberty to give exhibitions of such positive motion pictures without profit, directly or indirectly, and to possible or prospective lessees or purchasers thereof; and the Licensee further covenants and agrees not to knowingly allow positive motion pictures, on film of a greater width than approximately one (1) inch, manufactured by the Licensee under this agreement, to be leased for use with any exhibiting or projecting machine not licensed by the Licensor under the Letters Patent mentioned in this paragraph, and that it may hereafter acquire or control, or one or more of them, except by and with the consent of the Licensor; and also to refrain from supplying such motion pictures manufactured or imported under this agreement, for use with any exhibiting or projecting machine, the license for which, under the aforesaid Letters Patent, or one or more of them, has been terminated, and the Licensee has been notified thereof by the Licensor; and also to refrain from supplying such motion pictures manufactured and imported under this agreement to any lessee who may sublet such motion pictures to persons, firms or corporations using the same for giving exhibitions thereof in exhibiting or projecting machines not licensed by the Licensor as aforesaid, or the license for which has been terminated and the Licensee has been notified by the Licensor that any such lessee continues to so sublet such motion pictures after being notified by the Licensor not to do so; and the Licensor covenants and agrees to promptly notify any such lessee who may so sublet such motion pictures, after it has knowledge of any such subletting, and to notify the Licensee and the additional Licensees hereafter provided for, or each of them as may at the time be licensees, of the termination of any license for the use of any exhibiting or projecting machines under the aforesaid Letters Patent, or any of them, and of any such lessee who may so sublet such motion pictures, after being notified by it not to do so, and to compel all such additional Licensees to refrain from supplying motion pictures for use with any such exhibiting or projecting machine, the license for which has been so terminated, or to any such lessee.

19. The Licensor and Licensee further mutually covenant and agree that the Licensor shall and will, during the continuance of this agreement, promptly institute suits against any and all infringers of the Letters Patent, or any of them, mentioned in this agreement, on the request of a majority of the licensees, including the Licensee and the several additional licensees hereinafter provided for, or each of them as may at the time be licensees, and will hereafter diligently prosecute any such suit or suits to final hearing and decision; all expense connected with the institution and prosecution of such suit or suits to be borne by the Licensor, who shall also be entitled to receive and apply to its own use all recoveries had therein for damages and profits.

26 The Licensor and Licensee further mutually covenant and agree that if in case any  
27 such suit is brought upon said reissued Letters Patent Nos. 12,407, 12,192 or said Letters  
28 Patent Nos. 858,953 or 722,853, either of the claims of said reissued Letters Patent No.  
29 12,192 or either of the first, second or third claims of said reissued Letters Patent No. 12,  
30 087, or any of the claims in issue in any such suit upon said Letters Patent Nos. 858,953,  
31 or 722,853, is or are held invalid by a court that last hears and decides such suit, or should  
32 be held by such court not to be infringed, then, and in any such case, the Licensee may at  
once terminate this agreement and the license thereby granted, by giving notice of its elec-  
tion so to do to the Licensor.

30 The Licensor and Licensee further mutually covenant and agree that the Licensor  
may, at its own expense (except as hereinafter provided) during the continuance of this  
agreement, institute and prosecute suits against any of the several additional licensees  
hereinafter provided for, for any breach or violation on the part of any such licensee of the  
covenants respecting prices at which positive motion pictures shall be leased in the "lease  
territory aforesaid," and also for violation of any of the other terms, conditions or stipula-  
tions entered into by such licensee; that the Licensor shall at the end of each year, count-  
ing from the day and year first above written, render to the Licensee and the other  
licensees hereinafter provided for, or such of them as may at the time be licensees,  
a statement in writing showing in detail all legal expenses incurred by it during such  
year, in the prosecution of such suit or suits; and that up to, but not exceeding the sum of  
Twenty Thousand Dollars (\$20,000) for any such year, all such legal expenses, insofar as  
they may be reasonable and proper, shall be borne and paid by the Licensee and the several  
additional licensees hereinafter provided for, pro rata according to the number of thousand  
31 running feet of new subjects offered for lease by each relatively to the total number of thou-  
32 sand running feet of new subjects, on film of a greater width than approximately one (1)

inch, offered for lease or sale by all in the "territory aforesaid," during the year preceding the rendition of such statement, any legal expenses, in excess of said Twenty Thousand Dollars (\$20,000) during any such year to be borne and paid by the Licensor unless the Licensor and the Licensee and the several additional licensees hereinafter provided for should hereafter mutually agree otherwise.

30 20. It is mutually covenanted and agreed by and between the Licensor and Licensee that the Licensor may grant other licenses under said reissued Letters Patent Nos. 12,037 and 12,192, and said Letters Patent Nos. 629,068 and 707,984, so far as the use of the inventions thereof in cameras is concerned, said licenses to be in writing and not to exceed 34 nine in number, seven, to be to the persons and corporations mentioned in Paragraph 19 as having license agreements with the Edison Company, one to George Kleine, of Chicago, Illinois, and one to the American Mutoscope & Biograph Company, of the City of New York (except by a majority vote of the Licensees and the also other licensees, or such of them as may at the time be licensees, on the basis of one vote for each thousand running feet of new subjects, or film of a greater width than approximately one (1) inch, offered for lease or sale in the "territory aforesaid," by such licensees during the year preceding the taking of such vote), and not to be granted or continued upon terms, conditions or stipulations which are in any respect more favorable to the licensees named therein than those set forth in this agreement and in the case of the license to George Kleine, it shall be so restricted as to prohibit said Kleine from manufacturing negative motion pictures in "the territory aforesaid," and from manufacturing from imported negative motion pictures, positive motion pictures, and importing positive motion pictures, in all more than three thousand "running feet of new subjects" per week; provided, however, that if any of such additional nine licenses should be terminated, during the continuance of this agreement, then and in each such case, the Licensor may grant a license in writing to some other motion picture manufacturer, but not on terms, conditions or stipulations which are more favorable as to such new licenses than those set forth in this agreement.

It is further mutually covenanted and agreed by and between the Licensor and the Licensee that the Licensor will, during the continuance of this agreement, license such a number of persons, firms or corporations under said Letters Patent Nos. 578,185, 580,749, 586,953, 588,916, 673,329, 678,992, 707,984, 722,882, 744,251, 770,987, 771,280, 785,205 and 785,287, to make and sell exhibiting or projecting machines containing the inventions described and claimed in the same, capable of exhibiting or projecting motion pictures on film of a width greater than approximately one (1) inch, and also such machines not capable of exhibiting or projecting motion pictures on film of a greater width than approximately one (1) inch, as will be able to supply the demand for the same; and that it shall not, and it hereby covenants and agrees that it will not, during the continuance of this agreement, license any person, firm or corporation under said Letters Patent or any of them to make or sell any such exhibiting or projecting machine containing any of the inventions described and claimed in said Letters Patent, and capable of exhibiting or projecting motion pictures on film of a width greater than approximately one (1) inch, except upon the conditions and restrictions that the sale and purchase of such machine gives only the right to use it solely for exhibiting or projecting motion pictures containing the inventions of said reissued Letters Patent No. 12,192 issued by a Licensee of the Licensor, while it owns or controls the Letters Patent under which such machine is licensed and upon other terms to be fixed by the Licensor while in use, and while the Letters Patent under which it is licensed, are owned or controlled by the Licensor, (which other terms shall only be the payment of a royalty or rental to the Licensor while in use, as hereinafter provided for) and that there shall be attached to each such machine, in a conspicuous place, a plate, which is not to be removed therefrom, showing plainly, not only the dates of the Letters Patent under which it is licensed, but also the aforesaid conditions or restrictions.

The Licensor further covenants and agrees that it will not charge any such person, firm or corporation manufacturing and selling any such machine capable of exhibiting or projecting motion pictures on a film of a width greater than approximately one (1) inch, more than Five Dollars (\$5.00) as a license fee for the sale of each such exhibiting or projecting machine sold by any such person, firm or corporation.

The Licensor further covenants and agrees that it will not license any person, firm or corporation to make or sell any exhibiting or projecting machine containing any of the inventions described and claimed in the aforesaid Letters Patent which is not capable of exhibiting or projecting motion pictures on film of a width greater than approximately one (1) inch, except upon the conditions and restrictions that such machine be used solely for exhibiting or projecting motion pictures on film not wider than approximately one

(1) inch, in places where no admission fee is charged, and that there shall be attached to each such machine, in a conspicuous place, a plate, which is not to be removed therefrom, showing plainly, not only the dates of the Letters Patent under which it is licensed, but also the aforesaid conditions or restrictions, and that the Licensor will not charge to any person, firm or corporation making or selling any such machine a license fee of more than 5 per cent. of the net retail selling price of each such machine.

36 The Licensor further covenants and agrees that it will grant a license to the Licensee, upon its request, to manufacture and sell exhibiting or projecting machines under the Letters Patent, and upon the condition as to the payment of the license fees or royalties and the other conditions and restrictions, as provided for in this paragraph, and will also grant similar licenses upon the same conditions as to the payment of the license fees or royalties and the other conditions and restrictions, to such of the additional licensees heretofore provided for who may request the same, except that the said American Mutoscope & Biograph Company is not to pay any such license fees or royalties; and will also grant a license to the Licensee and any such additional licensees who may request the same, to make and sell exhibiting or projecting machines under any other Letters Patent and containing the inventions described and claimed therein that the Licensor may hereafter acquire or control, upon the payment of additional license fees or royalties to be fixed by the Licensor, and subject to similar conditions and restrictions and the placing upon the machines of plates containing such conditions and restrictions as are provided for in this paragraph respecting exhibiting or projecting machines made and sold under the Letters Patent now owned by the Licensor mentioned in this paragraph, the royalty or license fee, and all other conditions and restrictions of such last named license to be the same for the Licensee and such other licensees.

37 It is mutually covenanted and agreed, however, by and between the Licensor and Licensee, that the Licensor shall have the right to grant and that it will grant, licenses to persons, firms and corporations upon their request (including the Licensee) to manufacture and sell exhibiting or projecting machines, containing the inventions described and claimed in the aforesaid Letters Patent now owned by the Licensor, capable of exhibiting or projecting, by reflected light, animated pictures on film of any width, but not capable of exhibiting or projecting the same by transmitted light, upon the payment of a royalty or license fee not to exceed 5 per cent. of the net retail selling price of each such machine, and upon the condition that they be used only in places where no admission fee is charged, which condition shall appear on a plate to be attached to each such machine; and also that it will grant licenses to such persons, firms and corporations to manufacture and sell such exhibiting or projecting machines containing the inventions described and claimed in any Letters Patent that the Licensor may hereafter own or control, subject to similar conditions or restrictions and upon the payment of additional license fees or royalties to be fixed by the Licensor; the royalty or license fee, and all the conditions and restrictions of all such licenses, to be the same for the Licensee and such other licensees.

20b. It is further mutually covenanted and agreed by and between the Licensor and Licensee that in case the Licensor should be notified by the Licensee or it should otherwise come to its knowledge that any such additional licensee has knowingly or through gross neglect or carelessness broken, violated or failed to perform any of the terms, conditions or stipulations of the license granted by the Licensor, resulting in substantial injury to the Licensor, or the Licensee or the additional licensees aforesaid, the Licensor will promptly notify such licensee in writing of such breach, violation or non-performance, and if such licensee should, for a period of forty (40) days after such notice, persist in or fail to correct, repair or remedy the same, the Licensor shall at once terminate the license to such licensee; and that in case any such licensee should be guilty of a second grossly neglectful, careless or knowing breach, violation or non-performance of such terms, conditions or stipulations, resulting in substantial injury to the Licensor, or the Licensee or the additional licensees aforesaid, then, and in such case, the Licensor shall terminate the license to such licensee by giving the latter thirty (30) days' notice in writing of its intention so to do.

20c. The Licensor and Licensee further mutually covenant and agree that by the expression "motion pictures" as used in the foregoing agreement, is meant transparent or translucent tape-like film having photographs thereon of objects in motion.

21. It is further mutually covenanted and agreed by and between the Licensor and Licensee that unless sooner terminated, as hereinbefore or hereinafter provided, this agreement and the license granted thereby shall take effect *January 1st, 1907*, and

shall continue until June 20th, 1910, but that the Licensee may renew this agreement and license thereafter from year to year upon the same terms, conditions and stipulations as herein provided, by giving notice to the Licensor on or before April 20th of each year, beginning with the year 1910, of the Licensee's election to so renew this agreement and license, and upon the giving of such notice this agreement and the license thereby granted shall be considered and treated by the Licensor and Licensee as renewed for a period of one year, beginning June 20th of the year following such notice, except that the last renewal period shall be for the period from June 20th, 1914, to August 26th, 1919, the date of expiration of the Letters Patent No. 707,934.

It is further mutually covenanted and agreed by and between the Licensor and Licensee that if, during said original term or during any such renewal period, either party should, knowingly or through gross neglect or carelessness, be guilty of a breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, and should, for the period of forty (40) days after notice thereof from the other party, persist therein or fail to correct, repair or remedy the same, then and in such case the party aggrieved may terminate this agreement by giving notice in writing to the guilty party of its intention so to do. It is, however, mutually covenanted and agreed by and between the Licensor and Licensee that if the guilty party should correct, repair or remedy such breach, violation or non-performance of its covenants, conditions and stipulations within the said period of forty (40) days after such notice, and should thereafter knowingly or through gross neglect or carelessness be guilty of a second breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, then and in such case, the party aggrieved may terminate this agreement by giving thirty (30) days' notice in writing to the guilty party of its intention so to do. Such termination of the agreement, however, shall not prejudice either party hereto in the recovery of damages because of any such breach, violation or non-performance by the other party hereto.

22. All notices provided for in this agreement shall be in writing and shall be given by delivering the same to the Licensor or Licensee, as the case may be, or to an officer of the Licensor or Licensee, as the case may be, by depositing such notice, postage prepaid, in any Post-office of the United States, in a sealed envelope directed to the Licensor or the Licensee, as the case may be, at its last known Post-office address, to be forwarded by registered mail.

23. It is mutually covenanted and agreed by and between the Licensor and Licensee that after notice of the termination of this agreement and the license granted thereby by either party, as provided for in Paragraphs 19 and 21 of this agreement, and after the same have been terminated, no matter what the cause or manner of termination may be, neither this license agreement nor the fact that the Licensee has entered into or acted under it, shall be used in any manner, directly or indirectly, by or for the Licensee, its successors, assigns or legal representatives, or by or for others with its or their consent or permission, against the Licensee, or the Licensee's successors or legal representatives, in any litigation, controversy or proceeding involving the Licensee or them or any other persons, firms or corporations, or in any other way, it being understood and agreed that upon such termination the positions and rights of the Licensor and Licensee shall be the same as if this agreement had not been made; provided, however, that the rights of neither party shall be prejudiced by such termination in the recovery of damages for any breach or other violation of this agreement by the other occurring prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officers duly authorized to perform these acts, the day and year first above written.

MOTION PICTURE PATENTS COMPANY,

By

Attest:

*George F. Hall*

Secretary.

*Frank T. Brown*

President.

EDISON MANUFACTURING COMPANY,

By

Attest:

*Joseph A. Wacker*

Secretary.

*Frank T. Brown*

*Vic* President.

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LICENSE AGREEMENT

between

MOTION PICTURE PATENTS COMPANY

and

EDISON MANUFACTURING COMPANY

Jan. 7 - 1909

License to Manufacture and  
Sell Projecting Machines under  
Letters Patent Nos. 578,166,  
580,749, 586,953, 588,916,  
673,329, 673,992, 707,934,  
722,382, 744,251, 770,937,  
771,280, 785,205 and 785,237.

- LICENSE AGREEMENT -

(a) THIS AGREEMENT made this *7th* day of *January*, 1909, by and between the MOTION PICTURE PATENTS COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having an office at Jersey City, in said State, party of the first part (hereinafter referred to as the "LICENSOR"), and EDISON MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having an office at Orange, in said State, party of the second part (hereinafter referred to as the "LICENSEE");

(b) WHEREAS, the Licensor represents that it is the owner of the entire right, title and interest in and to Letters Patent of the United States:

No. 578,185, dated March 2, 1897, for Vitascope, granted to Thomas Armat;

No. 580,749, dated April 13, 1897, for Vitascope, granted to Thomas Armat;

No. 586,963, dated July 20, 1897, for Phantoscope, granted to Charles F. Jenkins and Thomas Armat;

No. 588,016, dated August 24, 1897, for Kinetoscope, granted to Charles M. Campbell as the assignee of Willard G. Steward and Ellis F. Frost;

No. 673,329, dated April 30, 1901, for Kinetoscope, granted to The American Vitagraph Company as the assignee of Albert E. Smith;

- No. 673,992, dated May 14, 1901, for Vitascope, granted to Thomas Armat;
- No. 707,934, dated August 26, 1902, for Projecting Kinetoscope, granted to E. & H. T. Anthony & Co., as assignees of Woodville Latham;
- No. 722,382, dated March 10, 1903, for Animated Picture Apparatus, granted to American Mutoscope & Biograph Company as the assignee of John A. Fross;
- No. 744,251, dated November 17, 1903, for Kinetoscope, granted to Albert E. Smith;
- No. 770,937, dated September 27, 1904, for Kinetoscope, granted The Vitagraph Company of America as the assignee of Albert E. Smith;
- No. 771,280, dated October 4, 1904, for Winding Reel, granted Albert E. Smith;
- No. 785,205, dated March 21, 1905, for Flame-Shield for Kinetoscopes, granted The Vitagraph Company of America as the assignee of William Ellwood; and
- No. 785,237, dated March 21, 1905, for Film-Holder for Kinetoscopes, granted The Vitagraph Company of America as the assignee of Albert E. Smith;

all of which said Letters Patent relate to improvements in the motion picture art, and that there are no outstanding licenses, shop rights or other rights under said Letters Patent, or either of them, except a license for Parlor Kinetoscopes, granted The Karamata Company of Washington, D. C., under Letters Patent Nos. 578,185; 580,749; 586,953 and 673,992, and certain alleged licenses under U.S. Letters Patent No. 586,953, which are in dispute, claimed to be owned by the Edison Company and the American Graphophone



Company of Washington, D.C., and S. Lubin, of Philadelphia, Pennsylvania; and excepting a license granted by the American Mutoscope & Biograph Company to the firm of Marvin and Casler to manufacture and sell cameras and exhibiting or projecting machines under Letters Patent owned by it (some of which are heretofore referred to) for use in foreign countries only, and excepting certain licenses granted by the Armat Moving Picture Company to the American Mutoscope & Biograph Company under Letters Patent Nos. 578,185; 580,749; 586,953; 588,916 and 673,992, and by the latter Company to the former Company under Patents Nos. 707,984 and 722,382, which licenses are, however, by agreement between said parties, suspended and are not to be acted upon until the Licensor becomes bankrupt, ceases doing business or shall be dissolved voluntarily or otherwise, or its Charter shall be repealed; and

(c) WHEREAS, the Licensor further represents that it is the owner of the entire right, title and interest in and to reissued Letters Patent of the United States numbered 12,192, dated January 12, 1904, the original Letters Patent of which were numbered 589,168, and dated August 31, 1897, and that it has granted licenses under the said reissued Letters Patent only to the following named persons, firms or corporations:

American Mutoscope & Biograph Company of  
New York City;

Edison Manufacturing Company of Orange, N.J.;

Rossmay Company of Chicago, Illinois;

Kalem Company of New York City;

George Kleine of Chicago, Illinois;  
Lubin Manufacturing Company of Philadelphia, Pa.;  
Pathe Freres of New York City;  
Selig Polyscope Company of Chicago, Illinois;  
The Vitagraph Company of America, of New York  
City;

and that all of the said persons, firms or corporations have covenanted and agreed to lease only and not sell in the United States, its territories and possessions, except its insular possessions and Alaska, (hereinafter referred as to the "lease territory aforesaid") motion picture films manufactured or imported by them, of a width greater than approximately one inch (1"), and under the condition and restriction that the said films shall be used only on exhibiting or projecting machines licensed by the Licensor under United States Letters Patent owned by the Licensor; and

(d) WHEREAS, the Licensee is engaged in the manufacture and sale of motion picture exhibiting and projecting machines, and relying upon the representation of the Licensor and induced thereby, desires to obtain from the Licensor a license under the said United States Letters Patent;

(e) NOW, THEREFORE, the parties hereto, for and in consideration of the sum of one dollar to each in hand paid by the other, and for other good and valuable considerations, from each to the other moving, receipt of all of which is hereby acknowledged, have agreed as follows:

(1) The Licensor hereby grants to the Licensee for the term and subject to the covenants, conditions and stipulations hereinafter expressed, the right and license for the United States, its territories and possessions, to manufacture and sell, motion picture exhibiting or projecting machines embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 578,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237. The license hereby granted is personal to the Licensee, and in the event of the permanent discontinuance or retirement from business of the Licensee for a period of six consecutive months, the license hereby granted shall be immediately terminated.

(2) The Licensor, for itself, its successors, assigns and legal representatives, hereby releases, acquits and discharges the Licensee from any and all claims, demands and liability for profits and damages because of any infringement by the Licensee of one or more of the said United States Letters Patent Nos. 578,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, or use by the Licensee of the inventions covered thereby.

(3) The Licensee hereby recognizes and admits the validity of each and all of the said United States Letters Patent Nos. 578,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, and the Licensee agrees not to contest or question the same during the continuance of this agreement.

motion picture exhibiting or projecting machines containing one or more of the inventions described and claimed in the said United States Letters Patent Nos. 578,185; 580,749; 586,953; 586,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, made in the United States, its territories and possessions, by the Licensee and sold, except for export, after the license hereby granted shall take effect and during the continuance of this agreement, the Licensee will pay royalties as follows:

On each such machine capable of exhibiting or projecting by transmitted light, motion pictures on film of a width greater than approximately one inch (1"), a royalty of five dollars (\$5.00).

On each such machine not capable of exhibiting or projecting by transmitted light, motion pictures on film of a width greater than approximately one inch (1"), a royalty of three per cent (3%) of the net retail selling price of such machines.

On each such machine capable of exhibiting or projecting by reflected light, motion pictures on film of any width, but not capable of exhibiting or projecting the same by transmitted light, a royalty of three per cent (3%) of the net retail selling price of such machines.

The Licensee further covenants and agrees that on all such exhibiting or projecting machines containing one or more of the inventions described and claimed in the said United States Letters Patent Nos. 673,329; 744,251; 770,937; 771,280; 785,205 and 785,237, sold bona fide for export, the Licensee will pay one-fifth (1/5) of the royalties provided for in this paragraph.

It is understood and agreed by and between the Licensor and the Licensee that the expression "motion picture exhibiting or projecting machine", as used herein-

before or hereinafter, includes motion picture mechanisms or "heads" for such exhibiting or projecting machines, but not any repair parts or portions of such motion picture mechanisms or "heads".

The Licensee further covenants and agrees that the Licensee will, within fifteen (15) days after the last days of the months of November, February, May and August in each year, after this agreement takes effect and during its continuance, submit a statement in writing, signed by the proper officer of the licensee, and sworn to if requested by the Licensor, showing the number of exhibiting or projecting machines of each of the classes provided for in this paragraph, embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 576,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, sold by the Licensee during the three months ending with the last days of the said months, and at the same time pay the royalties due thereon. The first such statement and payment, however, shall be only for the period between February 1, 1909, and February 28, 1909. The Licensee further agrees to keep accurate books of account and to permit the Licensor to determine, through Messrs. Price, Waterhouse & Company, or any other reputable chartered accountants to be agreed upon by the parties hereto, the number of <sup>such</sup> exhibiting or projecting machines sold by the Licensee while this agreement is in effect, if the Licensor should so desire.

(5) The Licensee further covenants and agrees that each and every motion picture exhibiting or projecting machine capable of exhibiting or projecting by transmitted light, motion pictures on a film of a width greater than approximately one inch (1"), and embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 578,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, made in the United States, its territories or possessions by the Licensee, shall be sold by the Licensee, except when sold for export, under the restriction and condition that such exhibiting or projecting machines shall be used solely for exhibiting or projecting motion pictures containing the inventions of reissued Letters Patent No. 12,192, leased by a Licensee of the Licensor while it owns said patents, and upon other terms to be fixed by the Licensor and complied with by the user while the said machine is in use and while the Licensor owns said patents (which other terms shall only be the payment of a royalty or rental to the Licensor while in use.). The Licensor further covenants and agrees that the Licensee will attach in a conspicuous place to each and every such exhibiting or projecting machine of the Licensee's manufacture, sold by the Licensee, except for export, after the date hereof, a plate showing plainly not only the dates of the Letters Patent under which the said machine is licensed, but also the following words and figures:

Serial No.

PATENTED

NO.

The sale and purchase of this machine gives only the right to use it solely with moving pictures containing the invention of reissued patent No. 12,192, leased by a licensee of the MOTION PICTURE PATENTS COMPANY, the owner of the above patents and reissued patent, while it owns said patents, and upon other terms to be fixed by the MOTION PICTURE PATENTS COMPANY and complied with by the user while it is in use and while the MOTION PICTURE PATENTS COMPANY owns said patents. The removal or defacement of this plate terminates the right to use this machine.

(6) The Licensee further covenants and agrees that each and every motion picture exhibiting or projecting machine not capable of exhibiting or projecting by transmitted light, motion pictures on a film of a width greater than approximately one inch (1"), or capable of exhibiting or projecting motion pictures on film of any width, but only with reflected light, and embodying one or more of the inventions described and claimed in the said Letters Patent Nos. 578,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, and made in the United States, its territories and possessions by the Licensee, shall be sold by the Licensee, except when sold for export, under the restriction and condition that the said exhibiting or projecting machine shall be used in exhibiting or projecting motion pictures only in places to which no admission fee is charged. The Licensee further cove-

nants and agrees that the Licensee will attach in a conspicuous place to each and every such exhibiting or projecting machine of the Licensee's manufacture, sold by the Licensee, except for export, after the date hereof, a plate showing plainly not only the dates of the Letters Patent under which the said machine is licensed, but also the following words and figures:

PATENTED

NO.

The sale and purchase of this machine gives only the right to use it so long as this plate is not removed or defaced and in places to which no admission fee is charged.

(7) The Licensee further covenants and agrees that to each and every motion picture exhibiting or projecting machine of any kind, embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 578,185; 580,749; 586,953; 588,916; 673,329; 673,992; 707,934; 722,382; 744,251; 770,937; 771,280; 785,205 and 785,237, and made in the United States, its territories and possessions by the Licensee, when sold bona fide for export, there shall be attached a plate showing plainly not only the dates of the Letters Patent under which the said machine is licensed, but also the following words and figures:

PATENTED

NO.

Not licensed for use in the United States, its territories and possessions (except its insular possessions and Alaska).



It is understood by and between the parties hereto that by "export sales" is meant all sales for delivery outside of the "lease territory aforesaid", when the machine, addressed to the purchaser, agent, or consignee, is delivered to the vessel or to a transportation company for transportation outside of the said "lease territory aforesaid", and not otherwise.

(8) The Licensee further covenants and agrees that the Licensee will not, during the continuance of this agreement, make or sell repair parts for motion picture exhibiting or projecting machines which have been manufactured or imported and sold by any other person, firm or corporation, who or which is licensed by the Licensor to manufacture or import and sell motion picture exhibiting or projecting machines under any or all of the said United States Letters Patent Nos. 578,185, 580,749, 588,953, 588,916, 673,329, 673,922, 707,934, 722,382, 744,251, 770,937, 771,280, 785,205 and 785,237, when such repair parts constitute any part of any invention described and claimed in the said United States Letters Patent.

(9) The Licensee further covenants and agrees that the Licensee will not sell any exhibiting or projecting machine which the Licensee is hereby licensed to manufacture at less than the Licensee's list price for such machine, except to jobbers, and to other persons, firms and corporations for the purpose of resale, and that the Licensee will require such jobbers and other persons, firms and corporations, to sell such machines at not less than the Licensee's list price for such machine. Nothing in this paragraph shall prohibit, however, the allowance of two per cent (2%) discount from list price for ten days cash payments.

(10) The Licensee further covenants and agrees that the Licensee will not sell, after May 1, 1909, during the continuance of this agreement, any exhibiting or projecting machine which the Licensee is hereby licensed to manufacture, capable of exhibiting or projecting by transmitted light, motion pictures on film of a width greater than approximately one inch (1"), at a less list price than One Hundred and Fifty Dollars (\$150.), which list price may include the machine head, stereopticon attachment, film magazine, lamp house, arc lamp, rheostat, switch and switch box, and attaching cords, except, however, that for the last five named items may be substituted a gas burner and gas making outfit. It is further understood and agreed that such complete machines may be sold between February 1, 1909, and May 1, 1909, at a less list price than One Hundred and Fifty Dollars (\$150.), but only to persons, firms or corporations not engaged in the business of renting motion picture films, and not for use in any permanent or fixed place of exhibition.

(11) It is further mutually covenanted and agreed by and between the Licensor and Licensee, that the Licensor may grant other licenses to manufacture or import and sell motion picture exhibiting or projecting machines, under any or all of the said United States Letters Patent Nos. 578,185, 580,749, 586,953, 588,916, 673,329, 673,992, 707,934, 722,382, 744,251, 770,937, 771,280, 785,205 and 785,237, said licenses to be in writing, and not to be granted or continued under terms, conditions or stipulations which are in any respect more favorable to the Licensees named therein than those set forth in this

agreement, (except to the American Mutoscope & Biograph Company, of New York City and to the Armat Moving Picture Company of Washington, D.C., who are to pay no royalties on any exhibiting or projecting machines embodying any or all of the inventions described and claimed in the aforesaid Letters Patent, and to The Vitagraph Company of America, of New York City, the royalty rates to which under the aforesaid Letters Patent are to be only four-fifths (4/5) of those provided for herein, and to the firm of Marvin and Gasler of Cannastota, New York, which is not to pay any royalties under the aforesaid Letters Patent on any exhibiting or projecting machines sold bona fide for export, the covenants and conditions in the licenses to each and all of the said firms or corporations to be otherwise like those set forth in this agreement).

(12) It is mutually covenanted and agreed by and between the Licensor and Licensee that, unless sooner terminated, as hereinbefore and hereinafter provided, this agreement, and the license granted thereby, shall take effect on February 1, 1908, and shall continue until June 20, 1910, but that the Licensee may renew this agreement and license thereafter from year to year upon the same terms, conditions and stipulations as herein provided, by giving notice to the Licensor on or before the 20th day of March in each year, beginning with the year 1910, of the Licensee's election to so renew this agreement and

license and upon the giving of each such notice this agreement and the license thereby granted shall be considered and treated by the Licensor and Licensee as renewed for the period of one year, beginning June 20th, of the year following such notice, and such notice and renewal may be given and made by the Licensee during the life or lives of each or all of the patents under which the Licensee is hereby licensed.

In case, however, that the Licensor should become bankrupt, cease doing business, or should be dissolved, voluntarily or otherwise, or its Charter should be repealed, then, on the happening of either of such events, this agreement and the agreements made with the additional licensees hereinbefore provided for, that are then in force, shall forthwith terminate and be at an end.

(13) It is further mutually covenanted and agreed by and between the Licensor and Licensee, that if, during said original term or during any such renewal period, either party should, knowingly or through gross neglect or carelessness, be guilty of a breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, and should, for the period of forty (40) days after notice thereof from the other party persist therein or fail to correct, repair or remedy the same, then and in such case the party aggrieved may terminate this agreement by giving notice in writing to the guilty party of its intention so to do. It is, however, mutually covenanted and agreed by and between the Licensor and Licensee that if the

guilty party should correct, repair or remedy such breach, violation or non-performance of its covenants, conditions and stipulations within the said period of forty (40) days after such notice, and should thereafter knowingly or through gross neglect or carelessness be guilty of a second breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, then, and in such case, the party aggrieved may terminate this agreement by giving thirty (30) days' notice in writing to the guilty party of its intention so to do. Such termination of the agreement, however, shall not prejudice either party hereto in the recovery of damages because of any such breach, violation or non-performance by the other party hereto.

(14) All notices provided for in this agreement, shall be in writing and shall be given by delivering the same to the Licensor or Licensee, as the case may be, or by depositing such notices, postage prepaid, in any Post-office of the United States, in a sealed envelope directed to the Licensor or Licensee, as the case may be, at its last known Post-office address, to be forwarded by registered mail.

(15) It is mutually covenanted and agreed by and between the Licensor and Licensee that after notice of the termination of this agreement and the license granted thereby by either party, as provided for in Paragraph 13 of this agreement, and after the same have been terminated, no matter what the cause or manner of termination may be,

neither this license agreement, nor the fact that the Licensee has entered into or acted under it, shall be used in any manner, directly or indirectly, by or for the Licensor, its successors, assigns or legal representatives or by or for others with its or their consent or permission, against the Licensor, or the Licensee's successors or legal representatives, in any litigation, controversy or proceeding involving the Licensee, or them, or any other persons, firms or corporations, or in any other way, it being understood and agreed that upon such termination the positions and rights of the Licensor and Licensee shall be the same as if this agreement had not been made; provided, however, that the rights of neither party shall be prejudiced by such termination in the recovery of damages for any breach or other violation of this agreement by the other occurring prior to such termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officers duly authorized to perform these acts, the day and year first above written.

MOTION PICTURE PATENTS COMPANY

By

Attest:

George F. Hull

Secretary.

Frank L. Ross

President.

EDISON MANUFACTURING COMPANY

By

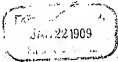
Attest:

Josephine West

Secretary.

Frank L. Ross

Vice President.



Hon. Thos. A. Edison Esq.

Orange, N.Y.

My dear sir:-

OBION, TENN.; Jan. 19th 1909.

*Dyes =*

*This man seems to be*

*truthful & you may get  
some real information  
from him direct*

I am writing you with reference to the forming of a new organization known as the "Motion Picture Patent Co." which recently took place after the dissolved Film Service Association held in New York Jan 9th 1909. Knowing that you are vitally interested in the great industry of Moving Picture films and apparatus pertaining thereto. In this correspondence it is my chief aim to bring before your valued attention the exact prevailing conditions as they really exist. In the towns and small cities ranging from 1000 to 5000 in population, the following is a careful estimate of the exact actual expense incident to running a Moving Picture Theatre in a small town of 5000 or under.;

|                              |         |          |
|------------------------------|---------|----------|
| Rent on building             | per mo. | \$20.00  |
| Electric service bill        | "       | 32.00    |
| State, County & City license | "       | 10.00    |
| Piano player & singer        | "       | 40.00    |
| Moving Picture operator      | "       | 40.00    |
| Rent on Picture Service      | "       | 80.00    |
| Ticket seller                | "       | 12.00    |
| Ticket taker                 | "       | 12.00    |
| Total monthly expenses       |         | \$246.00 |

Now, in regard to this estimate, if the Motion ~~Moving~~ Picture Patents Co. will make the most careful investigation in all of the towns of this class in Tennessee, Illinois and Indiana they will find no variations in the truth of this estimate; and what is more important they will find that

there is not 50% of the houses in this class that take in \$10.00 per day on an average and a considerable portion could not run if it were not for the fact that several members of an interested family fill some of the different positions. Incidental to running the house, I speak as one who knows, because I have operated and managed house to the number of 326 in these three States for other parties, as to my own interests I desire to say that I positively don't own one single Theatre but as an operator and a devoted lover to this great art I am deeply interested

I shall make several suggestions but not with the view of trying to dictate, however if upon careful investigation they should prove beneficial, plausible and expedient I should feel that I have accomplished a great aid to the towns of small population. My first suggestion is, That all rental agencies supplying towns of this aforesaid class shall be allowed to serve them with film at a price they are able to pay consistent with the earning power, that is to say, that the town of this size shall have a cheaper service rate, then the larger city that the exhibitor shall sign and give a bond contract agreeing to not sub-rent films, also that in towns of this size he should not pay a license over \$5.00 a year because he is already heavily burdened by State, County and City License. He simply can't pay the Patents Co. \$2.00 per week license.

My last suggestion is that all Theatres in this size towns shall make a monthly report to the Patents Co. stating the true condition of his business and the tastes of his patrons that will enable the Manufactures to cater to the small towns as well as the large cities.

In conclusion I desire to state that if you are not the proper authority to consider or take this matter under advisement, will it be asking too much if I ask you to kindly put it in the right hands for careful consideration. Thanking you very kindly in advance and hoping to receive your valued reply.

I beg to remain,

*William Mitchell*  
*Yours Sincerely* *Obion*  
*Obion, Tenn.*



[FROM THOMAS A. EDISON]

*theater*

Jan. 25, 1909.

736

Mr. Wilbur Mitchell,  
Obion, Tenn.

Dear Sir:

Your letter of the 19th inst. has been received. I receive a great number of letters every day and a number of them relate to the moving picture business, but I am more interested in experimenting than in commercial matters, and practically all of these letters I turn over to my business associates. Your letter has interested me, however, because it seems to be written by an honest and intelligent man, and I shall answer it myself.

With the matter of forming the Motion Picture Patents Co. I had very little to do, although I was kept informed of its development. The only point that I strongly insisted upon was that the royalty to be collected should not average more than \$2.00 per week. This means that with very small theatres, such as you refer to, the royalty would be much less - 50 cents per week I should say would certainly be enough. It is also proposed to provide for a rental schedule which shall vary with the class of theatres supplied, so that in the case of a small theatre like yours the rental service would be very much less than with a larger theatre. All of this will require time, in view of the enormous number of theatres that will have to be taken into consideration. You may rest assured that the Patents Company has no desire to

(2)

make your burdens heavier than they are, and I agree with you fully that both the rental service and the royalty should bear some fair proportion to the earning capacity of each theatre. It would certainly be suicidal to suppose that a theatre at present earning little or no money could afford to pay an additional heavy tax.

This letter is written to you personally and is not intended for publication. I should be always glad to hear from you on any question of practical business interest.

Yours very truly,

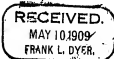
*M. P. Patents Co.*



8th May, 1909.

744

Mr. Frank L. Dyer, President,  
Orange, N. J.



Dear sir:-

Replying to your favor of the 7th  
inst., I beg to say that a certified copy of  
the certificate of incorporation of the "MOTION  
PICTURE PATENTS COMPANY," will be furnished you  
for the sum of \$2.00, and same will be forwarded  
immediately upon receipt of this amount.

Very truly yours,

*L. D. Dickinson*  
SECRETARY OF STATE.

*Done*

MEMORANDUM OF AGREEMENT entered into this *4th* day of August, 1909, between HARRY A. MACKIE of Cleveland, Ohio, hereinafter termed "said Mackie"; and EDISON MANUFACTURING COMPANY of West Orange, New Jersey, a corporation of New Jersey, hereinafter termed the "Manufacturing Company"; W I T N E S S E T H T H A T :

WHEREAS, said Mackie has invented a certain new and useful machine or device for exhibiting and taking motion pictures illustrated in a blue print drawing hereto annexed and marked "Exhibit A", and has built and constructed an exhibiting machine embodying the said inventions in somewhat modified form, photographs of which are hereto annexed, marked "Exhibits B and C", and whereas the said inventions and machine have been this day purchased by the Edison Manufacturing Company from said Mackie acting for himself and another or others, and it is desired by the parties hereto that said Mackie work upon and improve and perfect the said inventions to their mutual advantage and gain.

It is hereby agreed as follows:-

(1) The said Mackie agrees to enter the employ of the Manufacturing Company and devote his entire time and attention to improving and perfecting the said exhibiting machine under the direction of the factory superintendent of the Manufacturing Company until results are obtained which are satisfactory to the Manufacturing Company, or until said employment is terminated by the

Manufacturing Company, provided that said Mackie shall be free to terminate said employment at any time subsequent to six months from the date hereof upon four weeks notice to the Manufacturing Company.

(2) Said Mackie agrees to assign and transfer to the Manufacturing Company all inventions and improvements made by him while in the employ of the Manufacturing Company and which relate to the improving or perfecting of the said exhibiting or picture taking machine, without compensation except as herein provided for in the way of salary and royalty.

(3) Said Mackie agrees to sign all papers and take all oaths necessary or suitable for the applying for and obtaining of letters patent of the United States, and any and all foreign countries, upon the said inventions in machines for exhibiting and taking motion pictures, and the contemplated improvements thereto, herein provided for, and to sign all papers necessary or suitable for the transferring of the title and ownership thereof to the Manufacturing Company, and necessary or suitable for securing the Manufacturing Company in possession thereof, without compensation, except as herein provided for in the way of salary and royalty, and the Manufacturing Company agrees that it will, during the existence of this agreement, at its own expense, apply for and secure United States Letters Patent upon the aforesaid inventions of said Mackie, made and to be made.

(4) The Manufacturing Company agrees to employ said Mackie for the purposes herein set forth and to pay

him four dollars (\$4) per diem while so employed, said employment to be terminable at the pleasure of the Manufacturing Company upon four weeks notice to said Mackie.

(5) The Manufacturing Company agrees to furnish said Mackie with suitable facilities for the carrying on of his employment for the purposes hereinbefore set forth.

(6) It is further agreed by and between the said Mackie and the said Manufacturing Company that in case of the termination of the employment of said Mackie under the provisions of Paragraph (4), or after a model of an exhibiting machine embodying the said inventions shall have been completed or advanced to such a stage that the merits of the inventions can be determined by the said Manufacturing Company, and in any event prior to the expiration of twelve months from the date hereof, the Manufacturing Company shall exercise one of the following options:

(a) The Manufacturing Company may terminate this agreement and re-assign to the said Mackie for the sum of One Dollar the inventions sold this day by the said Mackie to the Manufacturing Company, together with any inventions which the said Mackie may develop during the construction of the said model and at the same time assign to the said Mackie any United States Letters Patent or applications thereof which may have been obtained or filed for such inventions.

(b) The Manufacturing Company may pay to the said Mackie the sum of One Thousand (\$1,000), which payment

shall release the said Manufacturing Company from any claim by the said Mackie to any rights or interests in the said inventions, patents or applications, except for such royalty or royalties as are hereinafter provided for in case the said Manufacturing Company places on the market any projecting machine or machines embodying the said inventions.

(c) The Manufacturing Company may, within a reasonable time, place a shop order for projecting machines embodying the inventions to be manufactured for the market, in which event said Mackie shall be paid, in semi-annual instalments, a royalty of Two Dollars (\$2) for each such projecting machine sold thereafter, which is capable of exhibiting motion pictures on film of a width greater than approximately one inch, and two per cent of the net retail selling price of all such projecting machines which is not capable of exhibiting motion pictures on film of a width greater than approximately one inch.

(d) The Manufacturing Company may at any time subsequent to exercising option (b) and the payment of \$1,000 therein provided, place projecting machines embodying the said inventions on the market, in which event the royalties provided in option (c) shall become due and payable to the said Mackie, provided, however, that in such event, the said \$1,000 shall be considered as advanced royalties and shall be retained by the said Manufacturing Company from the first royalties which become due and payable to the said Mackie.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year hereinbefore first written.

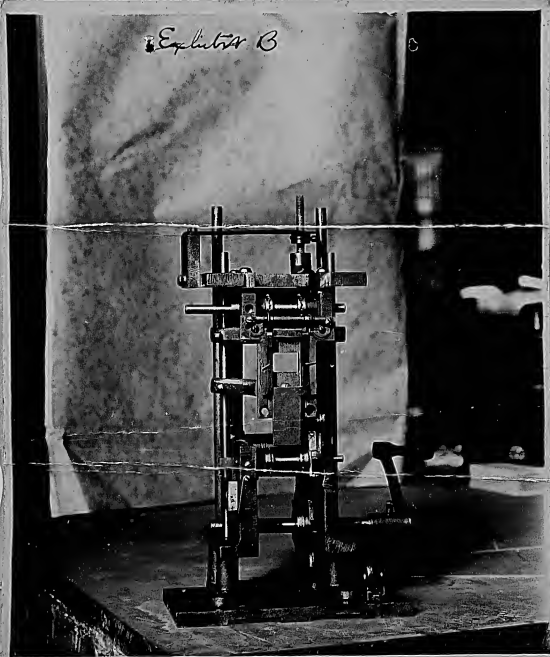
*In Presence of*  
*George E. Hall*

*Harry C. Mackie*  
EDISON MANUFACTURING COMPANY  
By

*Arthur W. Ingram*

[ATTACHMENT]

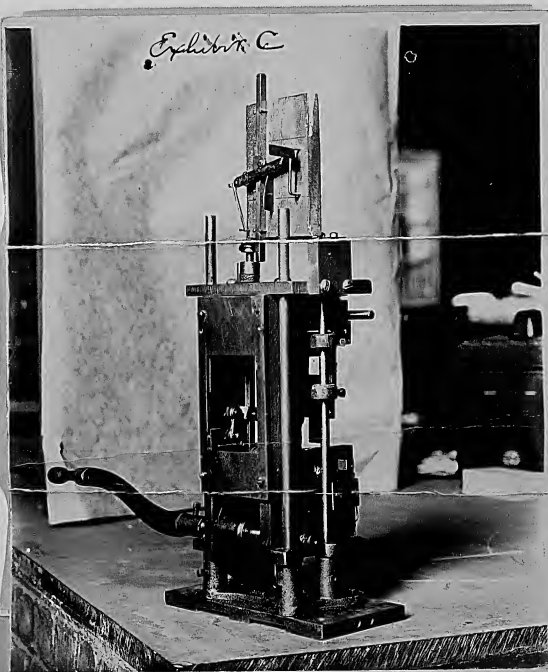
[PHOTOCOPY]





[ATTACHMENT]

[PHOTOCOPY]



*Motion Pictures*

595

Feb. 11, 1910

H. M. Marvin, Esq.,  
c/o Motion Picture Patents Co.,  
80 Fifth Ave.,  
N.Y.C.

My dear Mr. Marvin:-

Your letter of the 5th inst. in reference to the American Exposition in Berlin next summer was referred to Mr. Dyer, who directs me to say that this Company does not expect to place an exhibit in the Exposition; that it is in no position to take any special negatives which the Committee may wish, and that all of its pictures of New York City or of industrial enterprises are listed in the catalogue of George Kleine, except possibly those on the enclosed list.

Yours very truly,

GFB/ARK.  
Enc.

Assistant to Vice-President.

m p

80 FIFTH AVENUE  
NEW YORK

Nov. 29th, 1915

Mr. Thomas A. Edison,  
Edison Manufacturing Co.,  
Orange, N.J.

Dear Sir:

May we have the pleasure of your company  
at a dinner that we propose to give at the Plaza  
Hotel on the evening of Monday, December 19th?

If you will be kind enough to honor  
us with your presence, we propose to invite the  
licensed manufacturers to meet you on that occasion.

Yours truly,

MOTION PICTURE PATENTS COMPANY

By

*H. N. Warren*  
Vice-President

HNM/JK

*Harry  
I must attend keep  
one portfolio so  
will not miss it  
Nov 30 1915*

EDISON MANUFACTURING COMPANY

*Gaumont*

1058

Dec. 29, 1910.

Mr. J. J. Kennedy,  
52 Broadway,  
New York City.

Dear Mr. Kennedy:

Mr. Small has just telephoned me of the decision of Judge Lacombe holding the Gaumont camera to be an infringement of the Edison patent. Mr. Small has certainly done very effective and conscientious work and I know that he has labored with his whole heart and soul. I believe we should give him every encouragement, and in addition to increasing his salary I think it would be a good thing for the Patents Company to make him a present of \$1000. Will you agree to this arrangement?

Yours very truly,

FID/IWW

Vice-President.

MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

March 24th, 1911.

Edison Manufacturing Company,  
Orange, N. J.

Gentlemen:-

Pursuant to a suggestion made at recent meeting of the manufacturers, we have taken up with the Eastman Company the proposition of obtaining inflammable film in the near future in place of non-inflammable film, and we have to report as follows:

The Eastman Company now have on hand about 4,200,000 feet of finished N. I. Film. In addition they have materials mixed up sufficient for about 6,800,000 feet. In the ordinary course of business all of this finished film and mixed material would be consumed by the manufacturers by about the first of June. After the licensees have purchased the 4,200,000 feet of completed N. I. Film the Eastman Company are willing to then supply inflammable film only at the same price that they have been charging for the N. I. Film. This price to continue until the licensees have purchased an aggregate amount of 6,800,000 feet of the inflammable film. After that time the new price of inflammable film established in the recent contracts with the Eastman Company would go into effect.

This plan would result in our being able to obtain inflammable film for domestic use within three or four weeks, as the Eastman Company would scrap the mixed materials now on

E. M. CO., P. #2.

hand and we would not be called upon to use any more N. I. stock after the 4,200,000 feet of completed film was used up. This plan would not interfere with the supply by the Eastman Company of a limited quantity of inflammable film at 2 1/2¢ a foot for reprints only; but the increased price of the inflammable film would apply to inflammable film used for filling export order as well as domestic orders, until the aggregate amount of 6,800,000 feet of film above referred to had been purchased. This arrangement would not be strictly equitable because some manufacturers export a larger percentage of their film than do others, but we think that no individual manufacturer would suffer serious hardship.

Since the quantity of inflammable film to be purchased at the advanced price is fixed, generally speaking, the advanced price might as well be paid on export film as confined to domestic orders. It is no doubt greatly to the advantage of the General Film Company and other licensed exchanges to obtain the inflammable film at the earliest possible moment.

In order to put this plan into operation it is necessary to have consent of all of the licensees. If, therefore, the plan meets with your approval, we request that you sign the enclosed copy of a letter addressed to the Eastman Kodak Company and return it to us as promptly as possible.

Very truly yours,

MOTION PICTURE PATENTS COMPANY.

By *BM*

EDM/KVB.

EDISON MANUFACTURING COMPANY

1058

March 25, 1911.

Mr. J. J. Kennedy,  
52 Broadway,

New York City.

My dear Mr. Kennedy:

I give you the following information for what it is worth: John Felzer was recently in Atlantic City installing an Edison machine on Young's Pier, and in going around among the exhibitors he found that there was very considerable feeling against the General Film Company, the impression being that if they put themselves in the hands of the General Film Company it would not be long before they were compelled to pay any price that we might see fit to charge. There also seemed to be a feeling against the way the exhibitors were treated in the General Film office in Philadelphia. Under the old regime exhibitors were apparently free to go into an exchange office, take up the time of the Manager, put their feet on his desk and smoke his cigars. They seem to resent being compelled to do business along businesslike lines. According to Felzer, there are about nine shows in Atlantic City, seven of which are independent. Some time ago most of them were licensed.

FID

Yours very truly,

MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

March 28th, 1911.

Edison Manufacturing Co.,

Orange, N. J.

Gentlemen:-

We enclose you herewith a letter addressed to the  
Eastman Company to be signed by you pursuant to our discussion  
of this subject yesterday.

Please sign the letter and return to us as promptly  
as possible.

You will note that the quantity of M. I. Film  
that we have to use up is 4,600,000 instead of 4,200,000.  
The lesser quantity was quoted in error.

Yours truly,

MOTION PICTURE PATENTS CO.

By *MM*

HNM/LMM



filed

ELEVEN EAST FOURTEENTH STREET  
NEW YORK

April 10 '11

Dear Mr. Ogden:

I neglected to say that  
Mr. E. has some concern as to  
the possible effect of the  
suggested plan, upon his  
foreign trade, if he should  
go into it. Therefore it is of  
great importance that his  
name be not mentioned  
at present

yours truly

H. N. Marvin

PRESIDENT'S OFFICE

Mé morandum

1736

May 19, 1911.

Mr. Berggren:

I hand you herewith translation of contract made with the firm of A. Ostrorog of Warsaw, Russia, for handling our films in Russia, they guaranteeing the purchase of 300,000 Marks for the year ending April 1, 1912, and 400,000 Marks for the following year if the agreement is continued. Attached to the contract are commercial reports on this firm. Please file these papers away for safe keeping.

FID/IWW  
Enc-

F. L. D. *FLD*

[ENCLOSURE]

BETWEEN the Edison Gesellschaft m.b.H. Friedrichstr.10, BERLIN  
AND the firm A.Ostrog, Erywanska 5, WARSCHAU, Russia  
the following agreement has been made:

1. The Agent agrees to buy from the Company 2 copies each of every regular subject issued weekly, and to take until April 1st 1912 films aggregating to the amount of Mk.300,000.-.

The above quantity to be taken as specified below:

|                      |              |
|----------------------|--------------|
| Until July 1st 1911  | Mk. 50,000.- |
| " October 1st 1911   | " 115,000.-  |
| " December 31st 1911 | " 210,000.-  |
| " April 1st 1912     | " 300,000.-  |

This to include the weekly sample copies.

2. The Company agrees to charge to the Agent all sample films at the price of 80 Pfennige net per meter. For all subsequent orders the price of 85 Pfennige per meter, net, will be charged.
3. The Agent agrees to pay the invoices of the Company within fourteen days from date of same. The Company grants to the Agent the following credit:

|                                  |           |
|----------------------------------|-----------|
| From April 1st to June 30th 1911 | Mk.3000.- |
| From July 1st to April 1st 1912  | " 5000.-  |

The Agent agrees to settle promptly in cash all amounts over and above the credit granted.

4. Delivery of the films will be made at the choice of the Company from Berlin, Paris or London, freight and duty at the charge of the Agent. Samples of new films will be shipped immediately after issue, at the rate of 700 to 900 meters per film. Films must not be shown in Russia before the German release dates. / In every case of contravention the Agent will have to pay a fine of Mk.500.-.

5. The films will be supplied without titles, which the Agent agrees to have made in the Russian or Polish language, and every announcement has to be supplemented by the term "Edison Film".

6. The Company agrees not to ship films to other firms in Russia during the term of this agreement. Any inquiries originating in that country will be sent to the Agent. Should however a customer insist on direct shipment, the Company undertakes to

[ENCLOSURE]

do so, and agrees to credit to the agent a rebate of 15% on such orders, and to count such shipments against the quantity stipulated in paragraph 1). Such direct shipments to Russia however must not be made by the Company/about whom the Agent has expressly notified the Company that they must not be supplied.

7. The Agent agrees to sell the films supplied by the Company only within the Russian territory.

8. The Agent has the option of renewing this agreement for a second year, provided he agrees to purchase during that year films amounting to Mk.400,000.-.

9. If one of the parties to this agreement should violate the conditions thereof, the other party is entitled, irrespective of any claims, to consider the agreement as cancelled, if inspite of warnings given in writing the contravention is continued.

10. As competent place of jurisdiction both parties recognise Berlin, and any differences arising out of this agreement shall be decided according to the German law.

Berlin, April 10th 1911.

[ENCLOSURE]

Translation: C.S.

OSTROROG, Export, Warsaw, Brywanska 5.

The founder of this concern, Richard Szczerbinski, formerly an employee of the firm "A. Wlodkowski", and at present owner of two carpet houses, Marszalkowska Street 114, and Mazowieacka No. 12, has in 1904 sold his export and import business to the Count Alexander Ostrorog for approximately 8000- Rubel, as he could not give his attention to so many various branches. Ostrorog has gradually paid up the amount, and he now conducts the business under the same name. He was formerly an official with the custom house of the Warsaw-Vienna Railway, and is therefore conversant with the branch. He manages the business with great circumspection and on a solid basis, and the number of his customers is increasing. Ostrorog has no capital of importance. His capital of about 10,000 Rubels has proved sufficient to carry on his business. Personally Ostrorog is considered as a capable, hard working and honest man, in whom is placed confidence.

Bg-23/6 October 1909.

Supplementary Report:

The business is progressing favourably, and the number of customers is steadily increasing. The sole proprietor is Count Ostrorog, a capable and honest man, who enjoys great confidence.

Bg-10/23 March 1910

[ENCLOSURE]

-2-

Ostrorog was born in 1880, and is unmarried. Formerly he was an employee of the firm Ryszard Szczerbinski, and took over their business in 1905. At present Ostrorog has also a representation in Brandy; he has a store in this article in the custom house. The export and import business seems to develop in a satisfactory manner. The owner is described as hardworking and honest man, with a capital of several thousand rubels. An agency could be entrusted to him with prospects of good results, and it would also be safe to grant him credit to a certain limit.

April 27th 1911.

*Handwritten notes:*  
Ostrorog  
Ryszard Szczerbinski  
Brandy  
Custom House  
April 27th 1911

M. P. M. P. Patents Co.

80 FIFTH AVENUE  
NEW YORK

December 4th, 1911

Mr. Thomas A. Edison,  
Edison Laboratories,  
Orange, N. J.

*Harry  
Kappas  
Dec 5-1911*

Dear Sir:

We shall be very pleased to have the  
honor of your company at a dinner to be given  
by us at the Plaza Hotel on the evening of  
Monday, December 18th.

On that occasion we propose to ask  
the Licensed Manufacturers and Importers of  
film to be present.

Yours truly,

MOTION PICTURE PATENTS COMPANY

By *H. N. Hawin*  
Vice-President

HNM/ACL.

np

*Barry*  
*note*

80 FIFTH AVENUE  
NEW YORK

December 13, 1911

Mr. Thomas A. Edison,  
Edison Laboratory,  
Orange, N. J.

Dear Sir:

DEC 14 1911

We have found it necessary to  
change the date of the dinner to be given  
by this Company at the Plaza Hotel, to  
the evening of December 20th at half-past  
7 o'clock, instead of the 18th inst.

We hope this change will not interfere  
with your plans, and that we may have the  
honor of your company.

Yours truly,

MOTION PICTURE PATENTS COMPANY

By

*W. H. Lutz*  
Secretary



*M. P. Patents Co.*

MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

713  
January 10th, 1912.

NOTICE

You are hereby notified that the validity of the Edison Re-issued Patent No. 12,192, covering motion picture film, has been sustained by the Supreme Court of the District of Columbia, and for your information we enclose herewith a copy of the order and decree entered in that Court on December 23rd, 1911.

The manufacture, sale, rental or use of motion picture film containing the invention covered by said patent, without license from this Company, will be diligently prosecuted by suits for an injunction, accounting and damages, including all profits, gains and advantages that the infringer has received or that have accrued to him by reason of such infringement, in manufacturing, selling, renting or exhibiting such film.

MOTION PICTURE PATENTS COMPANY.

[ATTACHMENT]

IN THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

MOTION PICTURE PATENTS COMPANY,  
Plaintiff,

vs.

CHICAGO FILM EXCHANGE,  
Defendant.

In Equity  
No. 23,805.

This cause having been brought to final hearing upon pleadings and proofs, and upon Defendant's motions to strike out testimony taken on behalf of the Plaintiff and for leave to take further testimony on behalf of the Defendant, and having been argued by Melville Church, Esq., of counsel for the plaintiff, and by Harry N. Low, Esq., William Houston Keyson, Esq., and William J. Wallace, Esq. of counsel for defendant, and having been duly considered by the Court, it is, by the Court, this 23rd day of December, 1911, Ordered, Adjudged and Decreed, as follows :

I. That reissue letters patent No. 12192, granted to Thomas A. Edison, on the 12th day of January, 1904, for Kinetoscopic Film, referred to in the plaintiff's bill of complaint, are good and valid in law as to the 2nd claim thereof.

II. That Thomas A. Edison was the original, first, and true inventor of the improvements described in said reissue letters patent and particularly claimed in the said 2nd claim thereof.

III. That the plaintiff, Motion Picture Patents Company, has good title to said reissue letters patent.

IV. That the defendant, Chicago Film Exchange, has infringed upon said reissued letters patent No. 12192, as to the said second claim thereof.

V. That a perpetual injunction issue against the said defendant, Chicago Film Exchange, prohibiting it, its officers, directors, attorneys, agents, servants and workmen, from directly or indirectly making, using or selling Kinetoscopic or Motion Picture Films containing or embodying the invention set forth in said reissue letters patent No. 12192, and particularly covered by claim 2 thereof.

P. C.

[ATTACHMENT]

VI. That the plaintiff do recover from the defendant the profits, gains and advantages which the defendant has received or made or that have accrued to it by reason of its said infringement of said reissue letters patent No. 12,192 since the date of said reissue letters patent, and also the damages which the plaintiff has sustained by reason of said infringement, to be assessed as provided by law.

VII. That this cause be and is hereby referred to the Auditor of this Court to take and state an account of said gains, profits and advantages and to assess such damages, and to report thereon with all convenient speed; and that the defendant herein, Chicago Film Exchange, its officers, directors, attorneys, clerks, servants and workmen be and are hereby directed to attend before said Auditor, from time to time, as required, and to produce before him such books, papers, vouchers and documents and to submit to such oral examination as the said Auditor may require.

VIII. That the plaintiff do recover of the defendant its costs in this suit to be taxed by the Clerk of this Court.

IX. That defendant's motion to strike out parts of rebuttal testimony of the plaintiff as not being proper evidence in rebuttal, and defendant's motion to be allowed to take further testimony strictly in rebuttal, heretofore reserved for the final hearing, are hereby denied.

WENDELL P. STAFFORD,  
Justice.

THOMAS A. EDISON, Incorporated

1058

PRIVATE AND CONFIDENTIAL

March 5, 1912.

J. J. Kennedy, Esq.,  
52 Broadway,

New York City.

My Dear Mr. Kennedy:

I have been turning over in my head the statement you made to me, which was, if I understood you correctly, that the royalties paid by the licensees for film shipped abroad were greater than for film used in this country. I cannot reconcile this statement with the situation as I understand it. If we assumed that for the year ending June 20, 1911, the average number of reels used in this country was 1200, we have a total footage for the year of 62,400,000 feet, and if we assume that the royalty paid was an average of four mills per foot, this would account for royalties of \$249,600.00. As a matter of fact I presume that the average number of reels sold was higher than 1200, and probably nearer 1300; but I do not believe the average per foot is far out of the way.

Your report for the year ending June 20, 1911, gives the total film royalties, which figure I will not quote here, but upon comparing it with the above estimate

Mr. J. J. Kennedy, 2,  
THOMAS A. EDISON, Incorporated

You will see that the royalties payable on films shipped abroad by American manufacturers cannot possibly be greater than the amount paid by them on films used in this country.

My only purpose in writing you is to call your attention to this fact so that if you have reason to believe that the American manufacturers are shipping abroad more film than they are using here the discrepancy can only be accounted for by the fact that the Eastman Company are either not collecting these royalties or the licensees are getting their film for shipment from someone else.

I wish you would give this matter your consideration so that I can talk it over with you when I next see you.

Yours very truly,

PID/IW

President.

March 6, 1912.

56

Mr. Edison:

An interesting thing is disclosed in the report of Mr. Kennedy for the year ending June 30, 1911, in connection with the business done in foreign countries by certain of the licensed manufacturers.

Assuming that there was an average of 1250 reels per week used in this country during the year ending June 30, 1911, and that our average was 150 reels, the net average number of reels would be 1100 on which royalty was paid. This would amount to 57,200,000 feet, and at an average of 4 mills per foot the total royalty paid by the licensed manufacturers for films sold in this country was \$228,800.00. The total film royalties received by the Eastman Company or directly by the Patents Company were \$309,000.00, so that there was a balance of \$80,200.00 which applies as royalties on films shipped abroad by American manufacturers. This represents the royalty on almost exactly 20,000,000 feet, which would correspond to 386,500 feet per week or about 386 reels.

There are only five of the licensees who make films in this country and ship them abroad, namely, Biograph, Lubin, Kalem, Selig and Essanay. Therefore, the average foreign sales of these five concerns was 77,200 feet per week.

For the eight weeks from December 30 to February 17th, our entire sales in all foreign countries amounted

Mr. Edison- 2.

to an average of 122,939 feet per week, or almost 70% in excess of the average for these five concerns. I realize, of course, that the comparison is not entirely fair, because I am comparing the average done by five of our competitors for the year ending June 30, 1911, with the average business done by us for the first eight weeks of this year, but I have no reason to believe that our competitors have very materially increased their output abroad since last June.

It should be borne in mind that our competitors are selling through Markt & Co. at about 6¢ per foot, while in most cases we are receiving 8¢ per foot

F. I. D.

[ATTACHMENT]

Films shipped to London eight weeks from  
December 30th to February 17th as follows:-

| Week Ending. | London.          | Berlin.       |
|--------------|------------------|---------------|
| Feb. 17th    | 5700             |               |
| 10th         | 6415             |               |
| 3rd          | 4325             | 938           |
| Jan. 27th    | 5645             |               |
| 20th         | 3730             |               |
| 13th         | 5150             |               |
| 6th          | 4200             |               |
| Dec. 30th    | 5785             |               |
|              | 8 / 40,980 Feet. | 8 / 938 Feet. |
|              | average 5.120    | 117           |

Prints made from Paris Negative.

| Week Ending. | London.     | Paris.         | Berlin. |
|--------------|-------------|----------------|---------|
| Feb. 17th    | 33866       | 7189           | 23831   |
| 10th         | 41669       | 10536          | 22935   |
| 3rd          | 34430       | 5311           | 32401   |
| Jan. 27th    | 28173       |                | 36894   |
| 20th         | 41808       | 8224           | 10454   |
| 13th         | 30187       | 1968           | 18346   |
| 6th          | 86292       |                | 56062   |
| Dec. 30th    | 54546       | 4109           | 39308   |
|              | 8 / 350,971 | 8 / 35,337 2/3 | 240,161 |
|              | 43.871      | 4.417          | 30.020  |

5120  
 117  
 5237  
 43.871  
 4.417  
 30.020  
 78.308-  
 5.237  
 83.545  
 39394

4 / 122939

30.735 or some 31.000



THOMAS A. EDISON,  
CHAIRMAN BOARD OF DIRECTORS



Thomas A. Edison, Inc.  
Orange, N.J., U.S.A.

Edison Phonographs and Records  
Edison Primary Batteries  
Edison Kinetoscopes and Motion Picture Films  
Edison Business Phonographs

*filed* FRANK L. DYER,  
PRESIDENT

LONDON  
PARIS  
BERLIN  
SYDNEY  
BUENOS AIRES

CABLE ADDRESS  
"SYNCHOTIC, NEW YORK"

56

*filed*

March 19, 1912.

Mr. Thomas A. Edison,  
Fort Myers, Fla.

Dear Mr. Edison:

Yesterday we had a meeting of the licensed manufacturers and of the General Film Co. Mr. Berst on behalf of the other licensees brought up the question of modifying the license in three respects:

1. Reducing the royalties. — *No*
2. Permitting the purchase of film from other manufacturers than Eastman — *past policy.*
3. Allowing licensed manufacturers to sell cameras to anyone. — *No, a*

Regarding the second point, I think it would be unwise to make any concession, because through h' Eastman we are assured of our royalties, which we might not be in the case of another manufacturer.

Regarding the third point, while it may be a fact that to a certain extent cameras are being sold which we have not been able to reach, yet it would certainly be unwise to open up the entire field to anyone who wanted to make moving pictures <sup>the business</sup> and cannot be large. I therefore think we ought

Mr. Thomas A. Edison- 2.

not to yield on this point.

Regarding the first point, the claim was made that the Patents Co. had not accomplished as much as expected in the way of preventing competition and therefore the royalties ought to be reduced. *no they have made every effort & have undoubtedly made it hard for independent to grow very rapidly*

Mr. Edison much discussion the demand practically narrowed down to the concessions: First, that royalty ought not to be paid on positive and negative film wasted in manufacture. *OK - appropriate w/o the average loss - have Eastman allow it -* and, second, that royalties ought not to be paid on film

manufactured in this country and shipped abroad. *24% covers this -*

Offhand, both of these concessions appear reasonable and fair, and yet we can argue that the reason why we allow the other licensees 24% of the gross exhibitors' royalties is to take care of matters of this sort. At the same time, as Mr. Selig pointed out, it hardly seems right for the American companies which print in this country (Biograph, Lubin, Kalem, Selig and Essanay) to pay royalties on their foreign films while the Vitagraph Co., for instance, by doing its printing abroad, is able to avoid these payments. Nothing was decided, however, and the other licensees were requested to put their propositions in writing so that we can see just which companies are behind each proposition, and the matter will then be decided.

I would like to have your opinion as to whether we should make any concessions on these two points. Personally, for the reason stated below, I think we can insist that no concession shall be made, but it might be a matter of expe-

*But if concessions for any reason must be made, a public accountant could ascertain what total sales abroad of each Co. for past year & this to act as basis without further deliberation for balance of the life of patents & Eastman could be understood to share.*

Mr. Thomas A. Edison- 3.

agency to make a little allowance on these two points. Perhaps the fairest way would be to except from the licenses films made for foreign shipment and equalize the allowance by reducing the 24% of exhibitors' royalties now paid by the other manufacturers. This would place all the manufacturers on the same basis.

*Use your judgment  
about it*

The reason why I think we can compel the manufacturers to adhere to the present license is the great success of the General Film Co. Under the General Film arrangement whenever a manufacturer's license is cancelled he loses his interest in the General Film Co., so that there is a strong incentive for him to stay in. At the present time the General Film Co. is doing about \$250,000 per week of business. We have paid all instalments on the purchase of exchanges; amounting to more than a million dollars; We have anticipated some payments; all manufacturers' bills are paid, and we have upwards of \$750,000 cash assets. The net profits for the year 1910 divisible among the manufacturers were almost \$200,000, while the profits for the year 1911 ought to be well over a million dollars. The exact amount I will let you know when the Treasurer's report is finished, but a substantial dividend will be declared very shortly. This you see offers a very strong inducement for the manufacturers to stay in, and I do not anticipate any substantial trouble with them.

Yours very truly,

*Francis L. Brown*

FLB/177

Newark, May 3, 1912.

My Dear Mr. Dyer:

I attach the carbon of letters to manuscripters. The one to Katin has some corrections which I think should be made if you have occasion to write to Chicago. Page 2 is rewritten to explain the meaning a little more clearly. (3) is changed for the same reason. (5) is changed as Behr's suggestion, & I feel the Detroit Co. to fix a price.

The one to Kline is altered to include only such matter as affects him.

I have returned to Welles the original carbon of the letters to Selig and Manning.

I am sending this so that you will be ready to get Mr. Lester to Chicago tomorrow if you decide it advisable after I call you up tomorrow.

Yours

George F. Hall



[ATTACHMENT]

MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

May 3, 1912

Selig Polyscope Co.,  
80 East Randolph St.,  
Chicago, Ill.

Gentlemen:

Regarding the License Agreement between you and the Motion Picture Patents Co., dated December 18, 1908, which expires June 19, 1912, we beg to notify you that the agreement, if renewed by you for an additional period to commence June 20, 1912, will be modified in the following respects:

1. Instead of referring to George Melies Company of Chicago, Ill., as a licensee, the agreement will be corrected to refer to George Melies of Paris, France. This change is designed to correct a clerical error in the original agreement.

2. Licensees will be permitted to buy negatives offered for sale in any part of the world, subject to the following restrictions:

(a) Positive prints from such negatives shall not have been sold or offered for sale.

(b) Any negative so purchased must not be made in the United States by anyone having a regularly equipped studio or engaged in or connected with the

[ATTACHMENT]

Selig Polyscope Co.--2

manufacture and sale of motion pictures.

(c) Positive prints from any negative so purchased by the licensee in any month shall not exceed 10% of the licensee's releases for that period.

(d) Negatives so purchased by a licensee shall not be manufactured by another licensee, except that in the case of negatives of topical subjects the same may be purchased by the licensee from any other licensee.

3. A licensee shall have the right to purchase cinematograph film from any manufacturer thereof.

4. Royalties will be paid on all licensed film directly to the Motion Picture Patents Co. monthly and will be based on the amount of film leased in the United States or sold for use in Canada by the licensee, said monthly statements to be supported by affidavits; and the books of the licensee are to be subject to examination by chartered accountants to verify such reports.

5. Paragraph 9 of the License Agreement, prescribing certain prices for the lease of positive motion pictures and the manner of altering the same, will be withdrawn, and the Motion Picture Patents Co. shall have the right to fix and determine the lease prices and change them from time to time as market conditions may require.

6. The present arrangement now in force, by which traveling exhibitors are supplied with motion picture films, will be specifically provided for in the agreement.

[ATTACHMENT]

Selig Polyscope Co.--3

7. The date on which the license may be renewed from year to year will be extended from April 20th to May 20th.

8. The provision in Paragraph 7, requiring the licensee to photographically print the licensee's trademark on each picture of at least one scene of each subject, will be withdrawn, and instead thereof it will be required that the trademark shall appear on the title of each picture only.

9. Section 12, relating to "special motion pictures", will be changed to provide for a minimum price of 50¢ per foot for the first positive print, including negative expense, and 15¢ per foot for any or all positive prints made thereafter.

10. Commencing June 20, 1912, the licensee with the several Exchanges supplied by the various licensees will be modified to provide for the collection of royalties from Exhibitors, if so required by the Motion Picture Patents Co., and failure to do so will be ground for cancellation of the exchange license.

Kindly indicate whether you propose to renew the license commencing June 20, 1912, with the above modifications thereof.

Yours very truly,

President

D  
1912 M.P. - Agreements

June 19th, 1912.

EASTMAN KODAK COMPANY,  
Rochester, N.Y.

343

Dear Sirs:

After June 19, 1912, it will not be necessary for you to charge to or collect, and we hereby notify you to cease after that date charging and collecting royalties from our licensees as provided for in the agreements between us dated January 1, 1909 and June 15, 1909, we having arranged with our licensees to collect such royalties ourselves. Neither will it be necessary for you to make any adjustments, and we hereby notify you to cease making adjustments, of our licensees' royalties, as provided for in said agreements, after you have made such adjustments for the year ending June 19, 1912, we having arranged with our licensees to make such adjustments ourselves. You will please, therefore, view the agreements above referred to between us as modified in these respects.

In consideration of your services heretofore in making collections and adjustments of our licensees' royalties, we hereby grant you the right to use such motion picture cameras, embodying the inventions covered by reissued letters patent No. 13,339, and letters patent Nos. 629,063 and 707,934, as you may desire for you own use, including film testing; such right to continue for the terms of said letters patent; and we will hereafter upon your request grant you a license to make use and sell exhibiting machines under our patents, similar in all substantial respects to the one granted you January 1st, 1909 and which was not renewed by you under its terms.

Yours truly,

MOTION PICTURE PATENTS COMPANY,

(Signed) By H.N. Marvin, V.Pres.



1357  
418

July 9th, 1912.

Mr. Dyer:

At the meeting of the Manufacturers yesterday, it was agreed that hereafter the manufacturers would contribute \$8.00 per reel-release of new subjects to meet the expenses of the National Board of Censorship, - this arrangement to date from July 1st, 1912. This does not include multiple reel subjects.

In regard to multiple reel subjects, - this is to advise you that at the meeting of the General Film Company yesterday, it was agreed to modify the arrangement, and in future multiple reel subjects will be taken at the negative cost value plus 10¢ per foot for positive prints. Any additional prints taken after release will be paid for according to the schedule for old prints. This price of 10¢ per foot is net, and the arrangement to apply to subjects already accepted and put out by the General Film Company.

Please instruct Mr. Berggren to have an additional invoice sent to the General Film Company at 200 Fifth Avenue, covering the 3-reel subject "Martin Chuzzlewit", making an additional charge of 5¢ per foot for the positive prints furnished to them.

Under the new arrangement, the manufacturers will not receive any share of the profits derived from the exhibition of the film. The reason for this change is that it involved a continual increase in book-keeping, which in time would render the scheme unprofitable.

*Copy for Berggren*

WP-DP

WM. PELZER.

MP  
(2)

August 28th, 1912.

Mr. Miller:

Please add the following to Mr. Edison's  
list of licensed exhibitors:

Week beginning 8/12/12 ..... 6305  
" " 8/19/12 ..... 6397

This makes the complete additions to the  
list sent you on July 18th as follows:

Weeks beginning 7/15/12 ..... 6261  
7/22/12 ..... 6206  
7/29/12 ..... 6227  
8/ 5/12 ..... 6248  
8/12/12 ..... 6305  
8/19/12 ..... 6397

WM. PELZER

MP (1)

September 10th, 1912.

Mr. Miller:

Please add the following to Mr. Edison's list  
of licensed exhibitors:

Week beginning 8/26/12 ..... 6454

" " 9/ 2/12 ..... 6517

This makes the complete additions to the list  
sent you on ~~August 26th~~ *July 26th* as follows:

Weeks beginning 7/15/12 ..... 6261  
7/22/12 ..... 6206  
7/29/12 ..... 6227  
8/ 5/12 ..... 6248  
8/12/12 ..... 6305  
8/19/12 ..... 6397  
8/26/12 ..... 6454  
9/ 2/12 ..... 6517

WM. PELZER



1912 M.P. - Agreements  
537

September 14th, 1912.

Mr. Berggren:

Referring to the attached letter. I wish to confirm what I said to you over the 'phone, that is - there are no provisions in the new Film Manufacturers' License Agreements executed June 6th, 1912 for the payment of royalties through the Eastman Kodak Company. That feature has been entirely eliminated, and the manufacturers now pay their royalties monthly direct to the Motion Picture Patents Company. The Edison Company, of course, pays no royalties. All the manufacturers, including the Edison Company will pay the Eastman Company for the film supplied at the regular rate without any royalty being included. We are arranging to make ~~the~~ monthly payments to the <sup>Edison</sup> ~~Edison~~ Company on account of film royalties, received from manufacturers.

I delivered to Mr. Dyer, the Edison Company's copies of the following License Agreements dated June 6th, 1912:

Eesany Company,  
Kalem Company,  
Lubin Company,

Pathe Freres,  
Selig Company and  
Vitagraph Company.

The License Agreements between the Patents Company and the Biograph Company, George Kleine and G. Melies, do not include the Edison Company as a party, and therefore you <sup>signed</sup> ~~have~~ no executed copies of those agreements. The general provisions of these agreements, however, are similar to the others. Mr. Dyer has a printed copy of the Biograph Agreement, and I am arranging to have the Kleins and Melies' agreements printed, and when this is done I will send copies to Mr. Dyer.

WM. PELZER

M. P. Film Mfgs.

D  
1912 m.p. - Legal

557

I, William Pelzer, Secretary of the Motion Picture Patents Company, of New York, do hereby certify that the following preamble and resolution were regularly adopted by vote of the Board of Directors of said Company at a special meeting of the Board of Directors held on Monday, October 7, 1912, at 11 A. M. :

WILLIAMS, Thomas A. Edison, Incorporated, of Orange, New Jersey, has made application for an Exchange License to be granted to a licensee of Thomas A. Edison, Incorporated, to do an exchange business in the United States, limited, however, to the leasing to licensee theatres of Kinetophone Films, or so-called Talking Picture Films, therefore,

Be it resolved that the officers of the Company are hereby authorized and directed to execute with a licensee to be designated by Thomas A. Edison, Incorporated an exchange license authorizing said licensee to do an exchange business in any place or places in the United States but limited, however, to the leasing of Kinetophone Films or so-called Talking Pictures."

A true copy

  
Secretary.

M. P. Pelzer Co

Mr Edison

Have had no instructions  
from you as to Dyers successor on  
Mottson Picture Patents Co. board  
of directors. Have heard

indirectly that Marvin is  
to be President & Scull vice  
President. The meeting is  
called for tomorrow.

Please instruct me

Wm Pelzer

Letter has been sent to Marvin  
that I have no objection  
to <sup>his</sup> taking Presidency  
Mr Scull to be vice president  
director & you still to be  
a director — 5

[ATTACHMENT]

Form 17 6-15-12 form.

THOMAS A. EDISON, Incorporated

Nov. 18, 1912.

Mr. Harry N. Marvin, Vice-President,  
Motion Picture Patents Company,  
80 Fifth Ave., New York City.

Dear Sir:

Mr. Dyer having tendered his resignation (herewith enclosed) as President and Director of the Motion Picture Patents Company, I request that the same be accepted and that Mr. George F. Scull be elected a Director in his place.

Although the nomination of President of the Patents Company rests with me, I am willing that the Biograph Company shall nominate either of its Directors as Mr. Dyer's successor and that Mr. Scull shall be elected Vice-President.

Yours very truly,

2270B

November 16, 1912.

*M.P. Pat. Co.*

Mr. Wilson:

Mr. Edison is willing that Mr. Soull should take my place as a Director of the Motion Picture Patents Company. I think it might make a little better feeling if Mr. Soull should act as Vice-President, giving either Mr. Kennedy or Mr. Marvin the opportunity of becoming President, and I have therefore suggested that this be done in the attached letter, which Mr. Edison should sign. My resignation and Mr. Edison's letter can then be turned over to Mr. Soull, who will arrange to have a Directors' meeting of the Patents Company called and the resignations accepted and new officers elected.

My share of stock in the Patents Company is endorsed in blank and should be turned back and a new certificate issued in Mr. Soull's name so as to qualify him as a Director.

I have arranged with Mr. Soull to take up this work at \$2500. per year, which Mr. Edison said would be satisfactory. Will you please see that he is put on the pay-roll commencing with the time that he takes office.

F.L.D./IWW

F. L. D.

*Mr. Soull's share of  
M.P. Co. stock cancelled  
and new one issued  
to Geo. F. Soull Nov 21/12  
Lester*



Mr. Edison:

P  
1913

M.P. - Agreements

March 24, 1913.

I have just succeeded in obtaining copies of the following forms of License Agreements issued by the Motion Picture Patents Co., and am sending you herewith one copy of each for your information and to be filed where you can get at them whenever desired:

Copy of the Film Manufacturing License Agreement, between Motion Picture Patents Co. and Thomas A. Edison, Inc.

Copy of the general form of license between Motion Picture Patents Co. and a number of other companies (as marked on the copy).

Copy of the regular Exchange License.

Copy of the Talking Picture Exchange License.

Copy of the regular Machine Manufacturers' License.

I am retaining one copy of each of these agreements for

my files.

CHW/IWW

Enc-

filed in  
film

MEADOW CROFT

<sup>D</sup>  
1914 M.P.  
MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

July 30, 1914.

Thos. A. Edison, Inc.,  
Orange, N. J.  
Attention of Mr. Bergren.  
Gentlemen;

I hand you herewith copy of release given to the Mutual Film  
Company, and its associated manufacturers. This copy is for your file.

Yours very truly,

MOTION PICTURE PATENTS COMPANY.

By *E. F. Hull*

[ENCLOSURE]

*Edison*  
*CPA*  
D  
1914

*m.p. - Agreements*

MOTION PICTURE PATENTS COMPANY

with

*#1031*

MUTUAL FILM CORPORATION  
and Others

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Agreement

29th July, 1914

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[ENCLOSURE]

Agreement made this 29th day of July, One thousand nine hundred and fourteen, between Motion Picture Patents Company, a corporation of New Jersey, party of the first part, and Mutual Film Corporation, a corporation of Virginia, TRANSNATIONAL FILM CORPORATION, a corporation of New York, MAJESTIC MOTION PICTURE COMPANY, a corporation of New York, AMERICAN FILM MANUFACTURING COMPANY, a corporation of Illinois, RELIANCE MOTION PICTURE CORPORATION, a corporation of Virginia, THE KEYSTONE FILM COMPANY, a corporation of New York, THE BRONCHO MOTION PICTURE COMPANY, a corporation of New York, DOMINO MOTION PICTURE CORPORATION, a corporation of New York, and New York Motion Picture Corporation, a corporation of New York, parties of the second part, WITNESSETH, that

WHEREAS, the party of the first part is the owner of Reissue Letters Patent Nos. 15,192 and 15,329 for motion picture film and motion picture camera respectively, and the parties of the second part are charged by the party of the first part with infringement of said patents, and

WHEREAS, it is the desire of the parties hereto to settle all claims and demands arising out of such infringement and to relieve the parties of the second part, and certain other parties, (hereinafter named), who have had past

[ENCLOSURE]

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relations with the parties of the second part, from all financial liability therefor;

Now, *TERANOVNA*, for and in consideration of the premises, and the mutual covenants hereinafter contained, the parties have agreed as follows:

1. The parties of the second part jointly and severally agree, upon the execution hereof, to pay the party of the first part the sum of Ten thousand dollars (\$10,000) in cash or certified check and to deliver to said party of the first part four negotiable promissory notes payable to its order for Ten thousand dollars (\$10,000) each, which notes shall each be made by the parties of the second part jointly and severally and shall be payable at Central Trust Company, Title Guarantee and Trust Company or Corn Exchange Bank, in New York City, respectively, forty-five, ninety, one hundred and thirty-five, and one hundred and eighty days after the date hereof and bearing interest at five per cent. (5%) per annum.

2. The party of the first part agrees that it will upon receipt of the aforesaid cash and notes as specified, deliver to Walter G. Noyes as attorney for the parties of the second part, proper releases (to be held in escrow by him pending the payment of the last and all of said notes and then to be delivered to Mutual Film Corporation, one of the parties of the second part, as agent for the persons and corporations entitled thereto,) as follows:

- (a) Discharging each and all of the parties of the second part from any and all claims and demands arising out of any past infringement by them and each of them, of said Reissue Letters

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Patent Nos. 12,192 and 12,329 from the date of the grant of said Letters Patent, respectively, and any and all claims and demands arising from future infringement of each of said Letters Patent and including any claims or demands which may or might have arisen with respect to infringements of Reissue Letters Patent No. 12,037 (the predecessor of Reissue No. 12,329); provided, however, that none of said parties of the second part shall, prior to September 1st, 1914, manufacture or produce motion pictures, (except for each other), for or on behalf of any person, firm or corporation at present engaged in the business of producing motion pictures in the United States, unless such other person, firm or corporation be such as said parties of the second part have been manufacturing motion pictures on behalf of for a period of thirty days prior to the date of this agreement.

- (b) Discharging *MUTUAL FILM CORPORATION*, a corporation of Delaware, *CANTON MOTION PICTURE LABORATORIES*, a corporation of New York, *THIAS-HOUSER COMPANY*, a corporation of New York, *NEW YORK MOTION PICTURE COMPANY*, a corporation of New York, and *NEW YORK MOTION PICTURE COMPANY, INC.*, a corporation of New York, which corporations have ceased doing active business, from any and all claims and demands arising out of any past infringement by them, and each of them, of said Reissue Letters Patent Nos. 12,192 and 12,329 from the date of the grant of said Letters Patent respectively, and includ-

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ing any claims or demands which may or might have arisen with respect to infringements of said Release Letters Patent No. 12,687, (the predecessor of Release No. 13,329).

- (c) Discharging ENTIRE FILM COMPANY, a corporation of New York, GREAT EASTERN FILM EXCHANGE COMPANY, a corporation of New York, THE METROPOLIS EXCHANGE COMPANY, a corporation of New York, PERULESS FILM EXCHANGE COMPANY, a corporation of New York, WESTERN FILM EXCHANGE OF NEW YORK, a corporation of New York, BUFFALO BRANCH—MUTUAL FILM CORPORATION, a corporation of New York, CONTINENTAL FILM EXCHANGE, a corporation of Pennsylvania, CONTINENTAL FEATURE FILM CORPORATION, a corporation of Delaware, WESTERN FILM EXCHANGE, a corporation of Wisconsin, MATTHEW FILM SERVICE COMPANY, a corporation of Illinois, H. & H. FILM SERVICE COMPANY, a corporation of Illinois, LAKE SHORE FILM AND SUPPLY COMPANY (name changed to The Mutual Film Company), a corporation of Ohio, THE FEATURE AND EDUCATIONAL FILM COMPANY, a corporation of Ohio, CARLELLA FILM COMPANY, a corporation of Michigan, MONTGOMERY FILM AND SUPPLY COMPANY, a corporation of Michigan, THE BUCKEYE LAKE SHORE FILM COMPANY, a corporation of Ohio, THE SUMMER FILM SUPPLY COMPANY, a corporation of Ohio, COLORADO MUTUAL FILM CORPORATION, a corporation of Colorado, PACIFIC MUTUAL FILM CORPORATION, a corporation of Montana, BOSTON MUTUAL

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FILM CORPORATION, a corporation of Massachusetts, FROTHSON CAMERA COMPANY, a corporation of Illinois, MUTUAL FILM CORPORATION OF GEORGIA, a corporation of Georgia, MUTUAL FILM CORPORATION OF ILLINOIS, a corporation of Illinois, MUTUAL FILM CORPORATION OF INDIANA, a corporation of Indiana, MUTUAL FILM CORPORATION OF MASSACHUSETTS, a corporation of Massachusetts, MUTUAL FILM CORPORATION OF MISSOURI, a corporation of Delaware, MUTUAL FILM CORPORATION OF NEBRASKA, a corporation of Nebraska, MUTUAL FILM CORPORATION OF PENNSYLVANIA, a corporation of Pennsylvania, MUTUAL FILM CORPORATION OF TEXAS, a corporation of Texas, MUTUAL FILM CORPORATION OF UTAH, a corporation of Utah, WESTERN LIFETIME COMPANY, INC., a corporation of New York, MEXICAN WAN FILM CORPORATION, a corporation of New York, THE MUTUAL FILM COMPANY, a corporation of Ohio, MUTUAL FILM CORPORATION OF CANADA, LTD., a corporation of Canada, MUTUAL FILM CORPORATION OF OKLAHOMA, a corporation of Oklahoma, NABSAU SOUNDINGS CORPORATION, a corporation of New York, and SYNDICATE FILM CORPORATION, a corporation of Delaware, from any and all claims and demands arising out of any past infringement by them, and each of them, of said Release Letters Patent Nos. 12,192 and 13,329 from the date of the grant of said Letters Patent respectively, and any and all claims and demands arising from future infringement of each of said Letters Patent and including any claims or demands which may or

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might have arisen with respect to infringements of said Reissue Letters Patent No. 12,087 (the predecessor of Reissue No. 13,229); *provided*, however, none of said concerns, shall, prior to September 1st, 1914, engage in the manufacture of motion pictures.

(d) Discharging

Harry E. Aitken, of New York City,  
Charles J. Eite, of New Rochelle, N. Y.,  
Samuel S. Hutcheson, of Chicago, Ill.,  
John R. Freuler, of Milwaukee, Wis.,  
Edna L. Thomas, of New York City,  
Walter N. Seligsberg, of New York City,  
Ezekiel Fixman, of New York City,  
Clarence M. Lewis, of New York City,  
Crawford Livingston, of New York City,  
Gerald M. Livingston, of New York City,  
Felix E. Kahn, of New York City,  
Philip Gleitsman, of Detroit, Mich.,  
George W. Hall, of Chicago, Ill.,  
Emanuel Mandelbaum, of Cleveland, Ohio,  
Thomas H. Cochran, of Portage, Wis.,  
James N. Naulty, of New York City,  
William C. Toomey, of New York City,  
J. P. Dunning, of New York City,  
David W. Griffith, of New York City and Los Angeles, Cal.,  
James V. Hitchey, of New York City,  
Addison E. Jones, of New York City,  
Wilbert Shallenberger, of Chicago, Ill.,  
Jessie B. Bishop, of New Rochelle, N. Y.,

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James M. Sheldon, of New York City,  
Roy E. Aitken, of New York City,  
Alfred Weiss, of New York City,  
Arthur Lussan, of Philadelphia, Pa.,  
R. B. Nehls, of Chicago, Ill.,  
William Bitzer, of New York City and Los Angeles, Cal.,  
Seymour Stewart, of St. Louis, Mo.,  
Adam Kessel, Jr., of New York City,  
Charles O. Baumann, of New York City,  
Charles Kessel, of New York City,  
Louis Burstein, of New York City,  
Mae C. Kenny, of New York City,  
William T. Sandall, of New York City,  
Harry E. Johnson, of New York City,  
Arthur Butler Graham, of New York City,  
Archibald Ewing Stevenson, of New York City,  
William Willard, of New York City,  
Fred. J. Balshofer, of New York City and Los Angeles, Cal.,  
Thomas H. Ince, of Los Angeles, Cal.,  
Macklyn Sennett, of Los Angeles, Cal.,  
Albert H. T. Banzhaf, of New York City,  
W. E. Shallenberger, of Chicago, Ill.,  
Pelix Herzfeld, of New York City,  
Sigmund Stern, of New York City,  
H. Whitman Bennett, of New York City,

and each of them, and each and all of the present or former directors, officers and employees of the parties of the second part and of the corporations above mentioned, whether such per-

[ENCLOSURE]

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sons he specifically named aforesaid or not, from any and all claims and demands arising out of past infringement of said Letters Patent Nos. 12,037, 12,192 and 12,323, respectively, committed by them as officers, directors or employees of any of the corporations herein above named, or on behalf of said corporations.

(c) Discharging

Harry E. Aitken, of New York City,  
Charles J. Hite, of New Rochelle, N. Y.,  
Samuel S. Hutchinson, of Chicago, Ill.,  
John R. Freuler, of Milwaukee, Wisconsin,  
Edna L. Thomas, of New York City,  
Walter N. Salisberg, of New York City,  
Ezekiel Fixman, of New York City,  
Clarence M. Lewis, of New York City,  
Crawford Livingston, of New York City,  
Gerald M. Livingston, of New York City,  
Felix E. Kahn, of New York City,  
Philip Gleichman, of Detroit, Mich.,  
George W. Hall, of Chicago, Ill.,  
Thomas H. Codrins, of Portage, Wisconsin,  
James N. Naulty, of New York City,  
William C. Toomey, of New York City,  
J. P. Dunning, of New York City,  
David W. Griffith, of New York City,  
Addison E. Jones, of New York City,  
Wilbert Shallenberger, of Chicago, Ill.,  
Jessie B. Bishop, of New Rochelle, N. Y.,  
James M. Sheldon, of New York City,  
Roy E. Aitken, of New York City,  
Alfred Weiss, of New York City,

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Arthur Lones, of Philadelphia, Pa.,  
R. R. Nohls, of Chicago, Ill.,  
William Bitzer, of New York City and Los Angeles, Cal.,  
Seymour Stewart, of St. Louis, Mo.,  
Adam Kessel, Jr., of New York City,  
Charles O. Baumann, of New York City,  
Charles Kessel, of New York City,  
Max C. Kenny, of New York City,  
Arthur Butler Graham, of New York City,  
Archibald Ewing Stevenson, of New York City,  
Thomas H. Ince, of Los Angeles, Cal.,  
Macklyn Bennett, of Los Angeles, Cal.,  
Albert H. T. Baumbach, of New York City,  
W. B. Shallenberger, of Chicago, Ill.,  
Felix Herzfeld, of New York City,  
Sigmund Stern, of New York City,  
H. Whitman Bennett, of New York City,

and each of them from any and all claims and demands arising out of past infringements of said Letters Patent Nos. 12,037, 12,192 and 12,323, respectively, including acts by them as individuals and as officers, directors, or employees of any of the corporations herein above named, and from any and all claims and demands arising from future infringement of said Letters Patent Nos. 12,192 and 12,323, committed by them as officers, directors, or employees of any of the corporations herein above named.



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(f) Discharging Jules E. Brulatour, of New York City, from any and all claims and demands arising out of past infringement of said Letters Patent Nos. 12,087, 12,192 and 13,329, committed by him solely as an officer or director of Carlton Motion Picture Laboratories above named.

3. It is understood and agreed that the party of the first part shall be entitled to commence suit against the parties of the second part (except the Thanhouser Film Corporation as to Reissue No. 13,329) in the District Court of the United States for the Southern District of New York, based upon either or both of said Reissue Letters Patent Nos. 12,192 and 13,329, at the expense of the party of the first part and the parties hereto hereby consent that in such suit or suits a final decree shall be entered between September 1, 1914, and September 15, 1914, in the usual form against each of the defendants, but waiving an injunction and accounting and assessing the profits and damages awarded therein at the nominal sum of one dollar. Said parties of the second part hereby authorize and direct Messrs. Kenyon & Kenyon to accept service of subpoenas *ad respondendum* on behalf of each of them in such suits and to sign the usual consent to the entry of the final decree herein provided for. The suit now pending in said Court based upon said Reissue No. 13,329 against Thanhouser Film Corporation shall remain pending without action until after September 1st, 1914, when a similar decree to that above described, consented to by the defendant through its solicitors, Messrs. Kenyon & Kenyon, shall be entered prior to September 15, 1914.

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4. It is also understood and agreed that the payments provided for in paragraph numbered "1" hereof are made by the parties of the second part only for the purpose of settling all claims and demands on the part of the party of the first part arising out of infringement by the parties of the second part and the other parties named herein of said Reissued Letters Patent Nos. 12,087, 12,192 and 13,329.

5. It is further understood and agreed that the parties of the second part and any and all parties to whom the benefits of any release from the party of the first part hereunder inure, do hereby release the party of the first part and its licensees from any and all claims which any of them might or may have arising out of any action in the past looking to the enforcement of said Letters Patent Reissues Nos. 12,087, 12,192 and 13,329.

6. It is further understood and agreed between the said parties that nothing in this agreement shall be construed either directly or indirectly, expressly or impliedly, as conferring or granting any right, privilege or exemption with respect to any patents other than those above stated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers

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thereunto duly authorized the day and year first above written.

MOTION PICTURE PATENTS COMPANY,

by

*H. H. McQueen*

President.

Attest:

*Serge P. Saul*  
Secretary.

MUTUAL FILM CORPORATION,

by

*H. H. McQueen*

President.

Attest:

*J. H. McQueen*  
acting Secretary.

THANHOUSER FILM CORPORATION,

by

*J. H. McQueen*

President.

Attest:

*James B. Bishop*  
Secretary.

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MAJESTIC MOTION PICTURE COMPANY,

by

*H. H. McQueen*

President.

Attest:

*J. H. McQueen*  
Secretary.

AMERICAN FILM MANUFACTURING COMPANY,

*J. H. McQueen*

Treasurer.

Attest:

*J. H. McQueen*  
Secretary.

RELIANCE MOTION PICTURE CORPORATION,

by

*H. H. McQueen*

President.

Attest:

*W. H. McQueen*  
Secretary.

THE KEYSTONE FILM COMPANY,

by

*J. H. McQueen*

President.

Attest:

*H. H. McQueen*  
Secretary.

[ENCLOSURE]

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THE BRONX MOTION PICTURE COMPANY,

by

*A. K. K. K.*

President.

Attest:

*H. E. A. K. K.*

Secretary.

DOMINO MOTION PICTURE CORPORATION,

by

*A. K. K. K.*

President.

Attest:

*H. E. A. K. K.*

Secretary.

NEW YORK MOTION PICTURE CORPORATION,

by

*A. K. K. K.*

President.

Attest:

*C. H. K. K.*

Secretary.

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STATE OF NEW YORK,  
City and County of New York, } ss.:

On this 29<sup>th</sup> day of July, 1914, before me personally appeared *H. E. A. K. K.*, to me known, who being by me duly sworn, did depose and say, that he resides at *New York City*, that he is an officer, to wit, *President* of Motion Picture Patents Company, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by the order.

*George Trosek*

GEORGE TROSEK  
NOTARY PUBLIC, RANKED AS CLERK'S NO. 23  
SINCE CO. REGISTRATION NO. 6081  
LAST FILED IN N. Y. CO. CLERK'S NO. 25  
N. Y. CO. REGISTRATION NO. 6081  
COMMISSION EXPIRES MAR. 26, 1916

STATE OF NEW YORK,  
City and County of New York, } ss.:

On this 29<sup>th</sup> day of July, 1914, before me personally appeared *HARRY E. ARTHUR*, to me known, who being by me duly sworn, did depose and say, that he resides at New York City, New York, that he is an officer, to wit: president, of Mutual Film Corporation, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by the order.

*George Trosek*

GEORGE TROSEK  
NOTARY PUBLIC, RANKED AS CLERK'S NO. 23  
SINCE CO. REGISTRATION NO. 6081  
LAST FILED IN N. Y. CO. CLERK'S NO. 25  
N. Y. CO. REGISTRATION NO. 6081  
COMMISSION EXPIRES MAR. 26, 1916

[ENCLOSURE]

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STATE OF NEW YORK,  
City and County of New York, } ss.:

On this 24<sup>th</sup> day of July, 1914, before me personally appeared JOHN B. FARINA, to me known, who being by me duly sworn, did depose and say, that he resides at Milwaukee, Wisconsin, that he is an officer, to wit: treasurer of American Film Manufacturing Company, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trosek*

GEORGE TROSEK  
NOTARY PUBLIC, HONG KONG CO. CLIENT'S No. 28  
HONG KONG REGISTRY'S No. 1021  
CERT. FILED IN N. Y. CO. CL. CLIENT'S No. 28  
N. Y. CO. REGISTRY'S No. 1021  
COMMISSION EXPIRES MAR. 20, 1918

STATE OF NEW YORK,  
City and County of New York, } ss.:

On this 24<sup>th</sup> day of July, 1914, before me personally appeared HARRY B. ATKINSON, to me known, who being by me duly sworn, did depose and say, that he resides at New York City, New York, that he is an officer, to wit: president of Majestic Motion Picture Corporation, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trosek*

GEORGE TROSEK  
NOTARY PUBLIC, HONG KONG CO. CLIENT'S No. 28  
HONG KONG REGISTRY'S No. 1021  
CERT. FILED IN N. Y. CO. CL. CLIENT'S No. 28  
N. Y. CO. REGISTRY'S No. 1021  
COMMISSION EXPIRES MAR. 20, 1918

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STATE OF NEW YORK,  
City and County of New York, } ss.:

On this 27<sup>th</sup> day of July, 1914, before me personally appeared CARLUS J. HIRM, to me known, who being by me duly sworn, did depose and say, that he resides at New Rochelle, New York, that he is an officer, to wit: president of Thanhouser Film Corporation, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trosek*

GEORGE TROSEK  
NOTARY PUBLIC, HONG KONG CO. CLIENT'S No. 28  
HONG KONG REGISTRY'S No. 1021  
CERT. FILED IN N. Y. CO. CL. CLIENT'S No. 28  
N. Y. CO. REGISTRY'S No. 1021  
COMMISSION EXPIRES MAR. 20, 1918

STATE OF NEW YORK,  
City and County of New York, } ss.:

On this 27<sup>th</sup> day of July, 1914, before me personally appeared HARRY B. ATKINSON, to me known, who being by me duly sworn, did depose and say, that he resides at New York City, New York, that he is an officer, to wit: president of Majestic Motion Picture Corporation, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trosek*

GEORGE TROSEK  
NOTARY PUBLIC, HONG KONG CO. CLIENT'S No. 28  
HONG KONG REGISTRY'S No. 1021  
CERT. FILED IN N. Y. CO. CL. CLIENT'S No. 28  
N. Y. CO. REGISTRY'S No. 1021  
COMMISSION EXPIRES MAR. 20, 1918

[ENCLOSURE]

18

STATE of New York,  
City and County of New York, } ss.:

On this 29<sup>th</sup> day of July, 1914, before me personally appeared ANAM KESSEZ, Jr., to me known, who being by me duly sworn, did depose and say, that he resides at Brooklyn, New York, that he is an officer, to wit: president, of The Keystone Film Company, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trock*

GEORGE TROCK  
NOTARY PUBLIC, KINGS CO. CLERK'S No. 23  
KINGS CO. REGISTRY No. 6221  
CERT. FILED IN N. Y. CO. CLERK'S No. 25  
N. Y. CO. REGISTRY No. 6221  
COMMUNION EXPIRES JAN. 10, 1916

STATE of New York,  
City and County of New York, } ss.:

On this 29<sup>th</sup> day of July, 1914, before me personally appeared ANAM KESSEZ, Jr., to me known, who being by me duly sworn, did depose and say, that he resides at Brooklyn, New York, that he is an officer, to wit: president, of The Broncho Motion Picture Company, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trock*

GEORGE TROCK  
NOTARY PUBLIC, KINGS CO. CLERK'S No. 23  
KINGS CO. REGISTRY No. 6221  
CERT. FILED IN N. Y. CO. CLERK'S No. 25  
N. Y. CO. REGISTRY No. 6221  
COMMUNION EXPIRES JAN. 10, 1916

19

STATE of New York,  
City and County of New York, } ss.:

On this 29<sup>th</sup> day of July, 1914, before me personally appeared ANAM KESSEZ, Jr., to me known, who being by me duly sworn, did depose and say, that he resides at Brooklyn, New York, that he is an officer, to wit: president, of Domino Motion Pictures Corporation, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trock*

GEORGE TROCK  
NOTARY PUBLIC, KINGS CO. CLERK'S No. 23  
KINGS CO. REGISTRY No. 6221  
CERT. FILED IN N. Y. CO. CLERK'S No. 25  
N. Y. CO. REGISTRY No. 6221  
COMMUNION EXPIRES JAN. 10, 1916

STATE of New York,  
City and County of New York, } ss.:

On this 29<sup>th</sup> day of July, 1914, before me personally appeared ANAM KESSEZ, Jr., to me known, who being by me duly sworn, did depose and say, that he resides at Brooklyn, New York, that he is an officer, to wit: president, of New York Motion Picture Corporation, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*George Trock*

GEORGE TROCK  
NOTARY PUBLIC, KINGS CO. CLERK'S No. 23  
KINGS CO. REGISTRY No. 6221  
CERT. FILED IN N. Y. CO. CLERK'S No. 25  
N. Y. CO. REGISTRY No. 6221  
COMMUNION EXPIRES JAN. 10, 1916

[ENCLOSURE]

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In consideration of the sum of One Dollar (\$1.00) to them in hand paid, by the parties of the second part in the above agreement named, receipt of which is hereby acknowledged, the undersigned Edison Manufacturing Company, a corporation of New Jersey, and Thomas A. Edison, Incorporated, a corporation of New Jersey, successor of the said Edison Manufacturing Company, and the sometime possible future owner of Reissue Letters Patent Nos. 12,192 and 13,329, hereby severally consent to, and approve of, the execution of the said agreement and hereby release the parties of the second part and the other persons and corporations named in or covered by the foregoing agreement from any and all claims and demands which they or either of them have or in the future may have in the premises to the same extent as such parties, individuals and corporations are released by the party of the first part in the foregoing agreement, or may be released by separate or joint releases made in pursuance of the foregoing agreement; hereby ratifying and approving said agreement and any releases which may be executed by said party of the first part thereunder.

Dated, July 29, 1914.

EDISON MANUFACTURING COMPANY,

by

*Thomas A. Edison*

Attest: *H. F. Miller*

*Asst. Secretary.*

THOMAS A. EDISON, INCORPORATED,

by

*Thomas A. Edison*

Attest: *H. F. Miller*

*Asst. Secretary.*

*Pres. dt.*

*Pres. dt.*



21

STATE OF NEW JERSEY, } ss:  
County of *Passaic*

On this *29th* day of July, 1914, before me personally appeared *Thomas A. Edison*, to me known, who being by me duly sworn, did depose and say: that he resides at *West Orange, N. J.*, that he is an officer; to wit: *President* of Edison Manufacturing Company, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Frederick Bachman*

NOTARY PUBLIC, STATE OF NEW JERSEY.  
MY COMMISSION EXPIRES JULY 2, 1917

STATE OF NEW JERSEY, } ss:  
County of *Passaic*

On this *29th* day of July, 1914, before me personally appeared *Thomas A. Edison*, to me known, who being by me duly sworn, did depose and say: that he resides at *West Orange, N. J.*, that he is an officer; to wit: *President* of Thomas A. Edison, Incorporated, the corporation of that name described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*Frederick Bachman*

NOTARY PUBLIC, STATE OF NEW JERSEY.  
MY COMMISSION EXPIRES JULY 2, 1917

# 1051

## License Agreement

BETWEEN

MOTION PICTURE PATENTS COMPANY

AND

THOMAS A. EDISON, INC.,  
Orange, New Jersey.

License to Manufacture and Sell Projecting  
Machines under Letters Patent Nos.  
673,329, 673,992, 707,934, 722,382,  
744,251, 770,937, 771,280, 785,205  
and 785,237.

DATED:

Sept. 30, 1914.

(Expires August 26, 1919)

## LICENSE AGREEMENT.

(a) THIS AGREEMENT, made this 30 day of *Sept*, 1914, by and between the  
MOTION PICTURE PATENTS COMPANY, a corporation organized and existing under the laws of the  
State of New Jersey, and having an office at Orange, in said State, party of the first part  
(hereinafter referred to as the "Licensor"), and -----

THOMAS A. RICHON, INC., Orange, New Jersey.-----

party of the second part, (hereinafter referred to as the "Licensee"):

(b) WHEREAS, the Licensor represents that it is the owner of the entire right, title and interest in and to Letters Patent of the United States:

- No. 673,329, dated April 30, 1901, for Kinetoscope, granted to The American Vitagraph Company as the assignee of Albert E. Smith;
- No. 673,552, dated May 14, 1901, for Vitascopes, granted to Thomas Armat;
- No. 707,934, dated August 26, 1902, for Projecting Kinetoscopes, granted E. & H. T. Anthony & Co. as assignees of Woodville Latham;
- No. 732,882, dated March 10, 1903, for Animated Picture Apparatus, granted to American Mutoscope & Biograph Company as the assignee of John A. Fross;
- No. 744,251, dated November 17, 1903, for Kinetoscopes, granted Albert E. Smith;
- No. 770,937, dated September 27, 1904, for Kinetoscopes, granted The Vitagraph Company of America as the assignee of Albert E. Smith;
- No. 771,380, dated October 4, 1904, for Winding-Reel, granted Albert E. Smith;
- No. 785,205, dated March 31, 1905, for Plano-Shell for Kinetoscopes, granted the Vitagraph Company of America as the assignee of William Ellwood; and
- No. 785,297, dated March 21, 1905, for Film-Holder for Kinetoscopes, granted The Vitagraph Company of America as the assignee of Albert E. Smith;

all of which said Letters Patent relate to improvements in the motion picture art, and

(c) WHEREAS, the Licensee is engaged in the manufacture and sale of motion picture exhibiting and projecting machines, and relying upon the representations of the Licensor and induced thereby, desires to obtain from the Licensor a license under the said United States Letters Patent;

(d) NOW, THEREFORE, the parties hereto, for and in consideration of the sum of one dollar to each in hand paid by the other, and for other good and valuable considerations, from each to the other moving, receipt of which is hereby acknowledged, have agreed as follows:

(1) The Licensor hereby grants to the Licensee for the term and subject to the covenants, restrictions, conditions and stipulations hereinafter expressed, the right and license for the United States, its territories and possessions, to manufacture and sell motion picture exhibiting or projecting machines embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 673,329, 673,552, 707,934, 732,882, 744,251, 770,937, 771,380, 785,205, and 785,297. The license hereby granted is personal to the Licensee, and in the event of the permanent discontinuance or retirement from business of the Licensee for a period of six consecutive months, the license hereby granted shall be immediately terminated.

(2) The Licensee, for itself, its successors, assigns and legal representatives, hereby releases, acquits and discharges the Licensor from any and all claims, demands and liability for profits and damages because of any infringement by the Licensee of one or more of the said United States Letters Patent Nos. 673,329, 673,552, 707,934, 732,882, 744,251, 770,937, 771,380, 785,205 and 785,297, or use by the Licensee of the inventions covered thereby.



INSERT IN AGREEMENT DATED SEPTEMBER 30, 1914, BETWEEN  
MOTION PICTURE PATENTS COMPANY and THOMAS A. EDISON, INC.

*Edison  
Patents  
Co.* <sup>4a</sup> (2a) The Licensee further covenants and agrees that  
on all such exhibiting or projecting machines containing  
one or more of the inventions described and claimed in  
the said United States Letters Patent numbers 673,329,  
744,251, 770,937, 771,280, 785,205, 785,237, sold bona fide  
for export, the Licensee will pay one-fifth (1/5) of the  
royalties provided for in Paragraph <sup>4</sup> 2.

(3) The Licensee hereby recognizes and admits the validity of each and all of the said United States Letters Patent Nos. 673,829, 673,992, 707,934, 722,382, 744,351, 770,937, 771,280, 785,203 and 785,297, and the Licensee agrees not to contest or question the same during the continuance of this agreement.

(4) The Licensee covenants and agrees that on all motion picture exhibiting or projecting machines containing one or more of the inventions described and claimed in the said United States Letters Patent Nos. 673,829, 673,992, 707,934, 722,382, 744,351, 770,937, 771,280, 785,203 and 785,297, made in the United States, its territories and possessions, by the Licensee and sold after the license hereby granted shall take effect and during the continuance of this agreement, the Licensee will pay royalties as follows:

On each such machine capable of exhibiting or projecting by transmitted light, motion pictures on film of a width greater than approximately one and one-eighth inches ( $1\frac{1}{8}$  in.), a royalty of five dollars (\$5.00).

On each such machine not capable of exhibiting or projecting by transmitted light, motion pictures on film of width greater than approximately one and one-eighth inches ( $1\frac{1}{8}$  in.), a royalty of three per cent. (3%) of the net retail selling price of such machines.

On each such machine capable of exhibiting or projecting by reflected light, motion pictures on film of any width, but not capable of exhibiting or projecting the same by transmitted light, a royalty of three per cent. (3%) of the net retail selling price of such machines.

It is understood and agreed by and between the Licensor and the Licensee that the expression "motion picture exhibiting or projecting machine," as used hereinbefore or hereinafter, includes motion picture mechanisms or "leads" for such exhibiting or projecting machines, but not any repair parts or portions of such motion picture mechanisms or "leads."

The Licensee further covenants and agrees that the Licensee will, within fifteen (15) days after the last days of the months of November, February, May and August in each year, after this agreement takes effect, and during its continuance, submit a statement in writing, signed by the proper officer of the Licensee, and sworn to if requested by the Licensor, showing the number of exhibiting or projecting machines of each of the classes provided for in this paragraph, embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 673,829, 673,992, 707,934, 722,382, 744,351, 770,937, 771,280, 785,203 and 785,297, sold by the Licensee during the three months ending with the last days of the said month, and at the same time pay the royalties due thereon. The Licensee further agrees to keep accurate books of account and to permit the Licensor to determine, through Messrs. Price, Waterhouse & Company, or any other reputable chartered accountants to be agreed upon by the parties hereto, the number of such exhibiting or projecting machines sold by the Licensee while this agreement is in effect, if the Licensor should so desire.

(5) The Licensee further covenants and agrees that each and every motion picture exhibiting or projecting machine capable of exhibiting or projecting by transmitted light, motion pictures on film of a width greater than approximately one and one-eighth inches ( $1\frac{1}{8}$  in.), and embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 673,829, 673,992, 707,934, 722,382, 744,351, 770,937, 771,280, 785,203 and 785,297, made in the United States, its territories or possessions by the Licensee, shall be sold by the Licensee, except when sold for export, under the restriction and condition that such exhibiting or projecting machines shall be used solely for exhibiting or projecting motion pictures containing the inventions of released Letters Patent No. 12,192, leased by a licensee of the Licensee while it owns said patents, and upon other terms to be fixed by the Licensor and complied with by the user while the said machine is in use and while the Licensee owns said patents (which other terms shall only be the payment of a royalty or rental to the Licensor while in use). The Licensee further covenants and agrees that the Licensee will attach in a conspicuous place to each and every such exhibiting or projecting machine of the Licensee's manufacture, sold by the Licensee, except for export, after the date hereof, a plate showing plainly not only the dates of the Letters Patent under which the said machine is licensed, but also the following words and figures:

Serial No.

No.

PATENTED.

The sale and purchase of this machine give only the right to use it solely with moving pictures containing the invention of released patent No. 12,192, leased by a licensee of the MORRIS PICTURE PATENTS COMPANY, the owner of the above patents, while it owns said patents, and upon other terms to be fixed by the MORRIS PICTURE PATENTS COMPANY and complied with by the user while it is in use and while the MORRIS PICTURE PATENTS COMPANY owns said patents. The removal or defacement of this plate terminates the right to use this machine.

(6) The Licensee further covenants and agrees that each and every motion picture exhibiting or projecting machine not capable of exhibiting or projecting by transmitted light, motion pictures on a film of a width greater than approximately one and one-eighth inches (1 1/8 in.), capable of exhibiting or projecting motion pictures on film of any width, but only by reflected light, and embodying one or more of the inventions described and claimed in the said Letters Patent Nos. 673,930, 673,932, 707,934, 722,823, 744,251, 770,937, 771,280, 785,205 and 785,237, and made in the United States, its territories and possessions, by the Licensee, shall be sold by the Licensee, except when sold for export, under the restriction and condition that the said exhibiting or projecting machine shall be used in exhibiting or projecting motion pictures only in places to which no admission fee is charged. The Licensee further covenants and agrees that the Licensee will attach in a conspicuous place to each and every such exhibiting or projecting machine of the Licensee's manufacture, sold by the Licensee, except for export, after the date hereof, a plate showing plainly not only the date of the Letters Patent under which the said machine is licensed, but also the following words and figures:

PATENTED

No.

The sale and purchase of this machine gives only the right to use it so long as this plate is not removed or defaced and in places to which no admission fee is charged.

(7) The Licensee further covenants and agrees that to each and every motion picture exhibiting or projecting machine of any kind, embodying one or more of the inventions described and claimed in the said United States Letters Patent Nos. 673,930, 673,932, 707,934, 722,823, 744,251, 770,937, 771,280, 785,205 and 785,237, and made in the United States, its territories and possessions by the Licensee, when sold *bona fide* for export, there shall be attached a plate showing plainly not only the date of the Letters Patent under which the said machine is licensed, but also the following words and figures:

PATENTED

No.

Not licensed for use in the United States, its territories and possessions (except its insular possessions and Alaska).

It is understood by and between the parties hereto that by "export sales" is meant all sales for delivery outside of the United States, its territories and possessions, when the machine, addressed to the purchaser, agent or consignee, is delivered to the vessel or to a transportation company for transportation outside of the United States, its territories and possessions, and not otherwise.

(8) It is further mutually covenanted and agreed by and between the Licensor and the Licensee, that the Licensor may grant other licensees to manufacture or import and sell motion picture exhibiting or projecting machines, under any or all of the said United States Letters Patent Nos. 673,930, 673,932, 707,934, 722,823, 744,251, 770,937, 771,280, 785,205 and 785,237, said licensees to be in writing, and if any of said licensees to an additional licensee of the Licensor contains terms, conditions or stipulations more favorable to the additional licensee than the terms, conditions or stipulations of this agreement (except to the Biograph Company of New York City, and to the Armat Moving Picture Company of Washington, D. C., who are to pay no royalties on any exhibiting or projecting machines embodying any or all of the inventions described and claimed in the aforesaid Letters Patent, and to the Vitagraph Company of America of New York City, the royalty rates to which under the aforesaid Letters Patent are to be only four-fifths (4/5) of those provided for hereto, and to Thomas A. Edison, Inc., of Orange, N. J., and to the Marvin & Oleser Company of Canastota, N. Y., neither of which is to pay any royalties under the aforesaid Letters Patent on any exhibiting or projecting machines sold *bona fide* for export) then the Licensor will upon demand of the Licensee convey to the Licensee terms, conditions and stipulations similar to those conveyed to said additional licensee.

(9) It is mutually covenanted and agreed by and between the Licensor and Licensee that, unless sooner terminated, as hereinafter and hereinafter provided, this agreement, and the license granted thereby, shall take effect on the date hereof, and shall continue until August 26, 1919, but the Licensee may terminate this agreement and the license thereunder on the 1st day of September of any year subsequent to the date hereof, by giving notice to the Licensor on or before the 1st day of the preceding August, of the Licensee's election to so terminate this agreement and license.

In case, however, that the Licensor should become bankrupt, cease doing business, or should be dissolved, voluntarily or otherwise, or its charter should be repealed, then, on the happening of either of said events, this agreement and the agreements made with the additional licensees heretofore provided for, shall then in force, shall forthwith terminate and be at an end.



MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

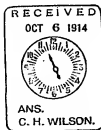
*A. H. Wilson*  
October 5, 1914.

Thomas A. Edison, Inc.,  
Orange,  
New Jersey.

Gentlemen:-

We hand you herewith an executed copy of the license  
agreement for the manufacture and sale of motion picture projecting  
machines.

HNM-DP  
Enclosure.



Very truly yours,  
MOTION PICTURE PATENTS COMPANY.

By *H. N. Marvin*

*Notes by Mr. Edison  
12/14*

MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

December 12th, 1914.

*713*

*Recd 12/14*

Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

My dear Mr. Wilson:--

I returned yesterday from Philadelphia where the Government case against the Patents Company was argued beginning Tuesday morning and ending Friday morning.

Of course, it is impossible to make any prediction but personally I am very well satisfied with the argument made. The Court gave careful attention to both sides but said nothing to indicate how his mind was running. Judge Moon of Philadelphia, who was primarily Lubin's attorney, in particular made a fine argument.

Judge Moon obtained one week's time to file a brief so that the decision will be delayed that much at least. I doubt very much if we will hear from it for a month or more.

Yours very truly,

*Gerge F. Seale*

GFS/LMB

*11*

GEORGE F. SCULL  
SINGER BUILDING, 145 BROADWAY  
NEW YORK CITY  
PATENTS AND PATENT CAUSES

Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

My dear Mr. Wilson:--

Latham Suite

In reply to yours of the 7th. Suite on the Latham patent, which runs until 1919, and which is infringed by every projecting machine in use, have been contemplated by the Patents Company for some time, but because of the pressures due to the Government suit, and other causes, we did not get around to it until recently.

All projecting machines now in use, so far as I know, have been sold under the license of the Patents Company with the restriction plate providing, among other things, that the machine shall be used only with licensed film and under other conditions to be determined by the Patents Company. These "other conditions" have always heretofore been the payment of a weekly royalty. This royalty, as you know, has been paid by the General Film Company for all of its customers, but of course, has not been paid by any of the independents.

We have brought one suit against the Universal Film Manufacturing Company, its exchange, the Universal Film Exchange of New York, and one of its customers, the Prague Amusement Company. This is only in one suit, and our theory is that the Prague Amusement Company is using a machine on which no license is being paid, and it is, therefore, an infringing machine. Our theory of joining the exchange and the manufacturer is that the Prague Amusement Company could not use this machine if it were not being supplied with films, and that in so supplying, the manufacturer and the exchange are contributing to the infringement. It is important for us to establish this proposition because it will enable us to go directly after the exchanges and manufacturers instead of having to bring individual suits against the thousands of exhibitors.

We have also brought another suit against the Greater New York and the Fox Amusement Company, the latter being one of the companies that operates a number of houses. Under the working arrangement that we had with the Greater New York, as practically forced on us by the Government



Mr. C. H. Wilson

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4/8/15.

some time ago, it was understood that the conditions then existing should continue. That is, that the exchange should continue observing license conditions, which included the payment of royalties for its exhibitors, and that the manufacturers should continue supplying licensed film. Some time in the latter part of November, the Greater New York stopped paying us royalties, and on our calling the matter to their attention, they replied in a very insulting manner and practically told us that they were under no obligations to pay. This suit then is against them on a slightly different basis from the one against the Universal Company, although in theory it is the same. It raises the question directly, however, as to whether or not a person who has been a licensee, and therefore knows all the conditions of the license, can repudiate them.

I might say that before we began the suit against the Greater New York, the matter was taken up with the Department of Justice so that no complications could arise from that quarter. We have been assured that the Department sees no objection to this suit.

As to the prospects of winning -- I do not think any one can prophesy. This patent was in suit here against the Imp Company a couple of years ago, in which the infringing device was a camera. Two out of the three judges in the Court of Appeals held that the patent did not cover a camera, and therefore, found that there was no infringement. Consequently, they did not go into the question of the validity of the patent. The third judge, and by the way, the most experienced one of the three, dissented, holding that the patent was valid and infringed by a camera. We have practically acquiesced in this decision that the patent does not cover a camera. The patent itself is unquestionably for a projecting machine, however; the claims are broad enough, in my judgment, to cover all mechanism, whether used in a camera or projecting machine. These new suits brought on the projecting machine raise a question not decided before. I think that the chances of sustaining the validity of the patent are extremely good. As to whether or not we can enforce the conditions of the license plate attached to the machine when sold, I am not so confident. I think that on this point the greatest fight will be waged. But this point was thoroughly threshed out with our counsel before the suits were started, and I believe that the chances of our winning are good.

I might say that the bringing of these suits will probably also have some effect on the licensed manufacturers and we had this in mind when we began them. Their pendency



Mr. C. H. Wilson

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4/8/15.

will undoubtedly be used in argument next August when the present license agreements expire. The situation of the Patents Company is such, however, that unless this patent can be sustained, it will have no vitality now, so that in bringing these suits, we are risking very little and possibly laying the foundation for a renewed life. I also have in mind the possibility that the turn of the wheel may bring about a situation in which the Universal and Mutual Companies might be the ones recognizing this patent and paying us royalty, either in addition to, or without the General Film Company.

There are many other minor and relatively unimportant conditions surrounding the bringing of these suits, no one of which amounts to a great deal, but each of which has a cumulative effect pointing to the desirability of our action.

Yours very truly,

*George F. Sull*

GFS/LMB

*Edison*  
Mr. Edison:

*HHQ* *patent*  
May 26, 1915.

I attach hereto letter from Mr. Scull showing the outcome of his trip to the Pacific Coast in connection with the eight suits on the Edison Camera Patent which were still hanging fire; also a statement showing the amount of cash received by the Motion Picture Patents Company in settlement of the camera infringement suits, the amount of which you will note is \$156,058.07.

You may wonder what disposition the Patents Company made of this cash, and therefore I am also attaching statement showing cash payments received by us from them from May 1914 to May 1915 inclusive, which amount to \$155,250. Of course part of this represents machine rentals paid by the General Film Co. also film royalties paid by the different manufacturers, but I imagine quite a large proportion of it represents our share of the moneys received from settlement of the camera suits.

Please return all papers for my files.

CHW/IWW

C. H. W.

Enc-

*do*



[ENCLOSURE]

GEORGE F. SCULL  
SINGER BUILDING, 149 BROADWAY  
NEW YORK CITY  
PATENTS AND PATENT CAUSES

May 24, 1915.



Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

My dear Mr. Wilson:--

You may be interested to know the outcome of my trip to the Coast in reference to the eight suits on the Edison camera patent which were still hanging fire there, and out of which we could get little satisfaction. I succeeded in settling two of them for a gross of \$1250. In another case where the defendant has offered three thousand, and we agreed to take five, no definite understanding was reached because the principal of the company was here in the East and the attorney, in Los Angeles. I left things in such shape, however, that I believe we can reach an agreement shortly. In all the other cases pending on the Coast, I found that the defendants either have made no profits, or now have nothing. This information is of considerable value for we will now not spend anything in the further prosecution of those cases.

These California cases, together with some here in New York, are the only ones left out of the mass of litigation we began last Summer, and lately we have taken the position of preferring to settle on some basis which would save our faces, for in none of them was there sufficient involved to warrant the expense of suit.

I also enclose herewith an up-to-date statement of the results of this camera litigation following Judge Mayer's decision. You will notice that notes to the value of \$1050 were protested. In one case I have hopes that we can collect the value of the notes against one of the individual endorers. In the case of the St. Louis Company we had forced the settlement for a rather large figure compared with what we got from the other people, and in order to get anything out of the large bunch of small notes which we held, we decided finally to compromise them on a cash basis.

Yours vary truly,

*George F. Scull*  
GFS

GFS/LMB  
Enclosure.

[ENCLOSURE]

STATEMENT OF CAMERA INFRINGEMENT SETTLEMENTS  
RECEIVED BY MOTION PICTURE PATENTS COMPANY.

May 24, 1915.

| NAME                           | CASH<br>PAYMENTS |      | NOTES  | TOTAL    |   |
|--------------------------------|------------------|------|--------|----------|---|
| Crystal Film Company,          | \$1000           | (2)  | \$2000 | \$3000   | Paid  |
| Jesse L. Laaky Feat. Play. Co. | 2000             | (2)  | 3000   | 5000     | Paid  |
| Famous Players Film Corp.      | 4000             | (2)  | 6000   | 10000    | Paid  |
| Mutual Film Corporation:       |                  |      |        |          |   |
| Keystone Film Co.              | 952.38           |      |        |          |   |
| Domino M.P. Corp.              | 476.18           |      |        |          |   |
| Broncho M.P. Co.               | 476.18           |      |        |          |   |
| N.Y.M.P. Corp.                 | 1428.60          |      |        |          |   |
| Seligsbury M.F.C.              | 1054.54          |      |        |          |   |
|                                | 5612.12          | (2)  | 40000  | 50000    | Paid  |
| Otto A. Gillig                 | 250              |      |        | 250      | Paid  |
| Gaumont Company,               | 2000             | (4)  | 4000   | 6000     | Paid  |
| Bell & Howell Company,         | 750              |      |        | 750      | Paid  |
| St. Louis M.P. Company,        | 300              | (8)  | 4700   | 5000     | Paid \$2350; balance<br>\$2650 charged off<br>per settlement. |
| All Star Feat. Corp.           | 5000             |      |        | 5000     | Paid  |
| Pathescope, W.B. Cook, Mgr.    | 1000             |      |        | 100      | Paid  |
| Hoffman & Bader,               | 250              | (5)  | 500    | 750      | Paid \$450; balance<br>\$300 (notes) protested                |
| Gene Gauntier Feat. Play. Co.  | 250              |      | 750    | 1000     | Paid  |
| Broadway Pict. Prod. Co.       |                  |      | 750    | 750      | Protested ✓   |
| Marleon Corp.                  | 250              |      | 250    | 500      | Paid  |
| Dramascope Company,            | 522              |      |        | 522      | Paid  |
| Sid. Olcott Int'l. Prod. Inc.  | 500              | (2)  | 700    | 1200     | Paid  |
| Universal Film Mfg. Co.        | 27482.02         | (10) | 50000  | 77482.02 | Paid \$2482.02; balance<br>\$15000 in notes not<br>yet due.   |
| Marion Leonard Co.             | 200              |      |        | 200      | Paid  |
| Santa Barbara M.P. Co.         | 500              | (1)  | 500    | 1000     | Paid  |

[ENCLOSURE]

-2-

| <u>NAME</u>              | <u>CASH<br/>PAYMENTS</u> | <u>NOTES</u>  | <u>TOTAL</u> |   |
|--------------------------|--------------------------|---------------|--------------|---|
| Burke & James, Inc.      | 554.05                   |               | 554.05       | Paid  |
| Solax Company,           | 3000                     |               | 3000         | Paid  |
| Centaur Film Co.         |                          | 1000          | 1000         | Paid \$750; New note<br>✓ \$250, June 1st.    |
| Oz Film Co.              | 1000                     |               | 1000         | Paid  |
| Adolf Freese Optical Co. |                          | (5) 500       | 500          | ✓ Paid \$200; balance<br>\$300 notes not due. |
| California M.P. Corp.    | <u>750</u>               | <u>      </u> | <u>750</u>   | Paid  |
|                          | 60658.07                 | 114650.00     | 175308.07    |   |

*Total Cash + Notes 175308.07*  
*Notes changed to, furnished in not due 19250.00*  
*Net Cash paid 156058.07*

11/18/15

*Private* *copy*

NOTES ON PRESENT STATUS OF PATENTS  
COMPANY AFFAIRS.

Patents

At the present time, the Patents Company owns only projecting machine patents, of which that for the Latham loop is the only one of any great value.

Under these patents, practically all of the machines now in use have been made and sold by the licensed machine manufacturers under the condition that they will be used only with film licensed by the Patents Company and the payment of a weekly royalty to be fixed by the Patents Company. The license to use ends if the Patents Company ceases to own the patents. So do the licenses to machine manufacturers. The assignments of the patents were made with the provision that if the Patents Company is dissolved, the patents revert to their original owners, the Biograph Company and Armat Company. The decree in the Government case will probably require this dissolution. If the Patents Company does not appeal, the Company must then dissolve and the Latham patent will go to the Biograph Company free of any outstanding licenses. The Edison Company will be converted from a half owner to a possible infringer. Marvin has hinted at the possibility of the Patents Company's not appealing. This should not be agreed to, unless the Edison Company's present rights are preserved.

There are now two infringement suits pending on the Latham patent, which are expected to be tried before the end of the year. One is against an exhibitor, the Universal Manufacturing Company and the Universal Exchange, the other is against the Greater New York Exchange (Fox and one of Fox's theatres). In each case, it is sought to hold the exhibitor liable for his weekly royalty and the film manufacturer and film exchange as contributory infringers for furnishing him film by which he is enabled to infringe. The success of these suits is problematical, but it is the only way now to derive revenue from the patent, and if they succeed, the Patents Company will be in a position to enforce its weekly royalties from all machines until August, 1919, when the patent expires. No attempt is being made to enforce the restriction as to the use of licensed film because of possible complications under the Clayton Act.

#### Royalties.

With the stoppage of payment by the General Film Company, the Patents Company's only source of royalties is from the machine manufacturers at \$5. per machine. This amounts to about \$25,000. per year, payable quarterly.

#### Licenses

The film manufacturers agreed to pay a flat royalty of \$2,500 per year payable quarterly. Most of them are in arrears and the Patents Company has sent notices of

an intention to cancel these licenses unless payment is made.

The General Film Company has not given up its license, but simply notified the Patents Company of its intention to suspend payments pending the appeal in the Government case. Instead of canceling the license, it is the intention of bringing suit under the license contract for the amount the General Film Company is in arrears, now amounting to about \$6,000. Other suits will be brought from time to time as the other arrears accumulate. The only defense the General Film Company can have is the illegality of the contract. To make this defense would require the General Film Company to allege that the contract is in furtherance of an unlawful conspiracy and in view of the advantage which triple damage claimants may make of this allegation, it seems hardly likely such a defense will be made. The Patents Company ought, therefore, to be able to enforce the collection.

#### Damage Suits

There are three of these suits now pending, one by the Greater New York Film Rental Co. for \$1,800,000., one by the Imperial Film Exchange for \$750,000. and one by the alleged successor to the Lake Shore Film Exchange for \$300,000. This last suit is against the General Film Company only; the others are against all the manufacturers, the General Film Company and the Patents Company. None of these suits will be



brought to trial before the decree in the Government case is signed, and if an appeal is taken from that, (which every one has agreed should be done) the trials will probably be held up until the Supreme Court has decided the case. Up to date, the Government has not submitted a form of decree and after it does, there will probably be considerable time before its final form is settled and signed.

#### Resources

The Patents Company bank balance is about \$15,000. Its debts are paid to date.

Its present weekly expenses are about \$1,200. per month, exclusive of legal expenses. A revenue of about \$300. per month is derived from charges to the manufacturers for quarters and services in censoring film. If this income is withdrawn, the expense will be decreased, though not by the same amount.

By an arrangement made about 1911, the expense of various litigations, including the Government suit and other matters, were to be paid, one-third by the Patents Company, one-third by the General Film Company and one-third by the licensed manufacturers. This account has never been balanced and under it the General Film Company now owes the Patents Company about \$40,000. and the licensed manufacturers about \$41,000. The settlement of this account has been repeatedly

urged but has always been held up because the licensed manufacturers could never agree amongst themselves on what basis each should pay his share of the one-third for which all are responsible.

Since the General Film Company has broken its agreement as to royalties, the Patents Company should withdraw from its agreement to stand one-third the expense of the Government case and possibly of the triple damage suits, at least as to any future expenses.

If the revenue from machine manufacturers continues, The Patents Company should be self-sustaining at least until some of the litigation above referred to is determined.

*George F. Skull*

M.P. Prod. Co. Feb 14, 1916  
jc

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(COPY)

WHEREAS, The MOTION PICTURE PATENTS COMPANY, a corporation of New Jersey, having an office in New York City, GENERAL FILM COMPANY, a corporation of Maine, having an office in New York City, THOMAS A. EDISON, INC., a corporation of New Jersey, having an office at Orange, N. J., KALEM COMPANY, INC., a corporation of New York, having an office in New York City, BIOGRAPH COMPANY, a corporation of New Jersey, having an office in New York City, VITAGRAPH COMPANY OF AMERICA, a corporation of New York, having an office in New York City, LUBIN MANUFACTURING COMPANY, a corporation of Pennsylvania, having an office at Philadelphia, Pa., SELIG POLYSCOPE COMPANY, a corporation of Illinois, having an office in Chicago, Ill., ESSANAY FILM MANUFACTURING COMPANY, a corporation of Illinois, having an office in Chicago, Ill., and GEORGE KEBINE of New York City, hereinafter referred to as "the parties hereto" are each defendants in a certain equity proceeding brought by the United States in the Eastern District of Pennsylvania in which a decree was entered on January 24, 1916, and

WHEREAS, the parties hereto are also defendants in a certain action at law for treble damages brought by the Imperial Film Exchange in the Southern District of New York, and also in a certain action at law brought by the Theatre Film Service Company in the Southern District of New York, and

WHEREAS, the parties hereto are advised that other actions at law for treble damages founded on the facts set forth in the petition of the Government in the said suit in the Eastern District of Pennsylvania, are likely to be instituted, in which other suits the parties hereto may also be defendants, and

WHEREAS, the parties hereto desire to contribute equally to the settlement and satisfaction of any judgment

in any of said treble damage suits which may be levied against any one or more of them, and

WHEREAS, certain individuals connected with the parties hereto, either as employees or stockholders and Armat Motion Picture Company, a corporation of West Virginia have also been named as defendants in the said suit in the Eastern District of Pennsylvania and also in said treble damage actions, and the parties hereto desire to secure said individuals and said corporation against any judgment which may be levied against any one or more of them; said individuals being the following and with said Armat Company being hereinafter referred to as "said other parties"; JEREMIAH J. KENNEDY, HARRY N. MARVIN, ALBERT E. SMITH, / WILLIAM T. ROCK, PERCIVAL L. WATERS, WILLIAM FELZER, all of New York City, SIEGMUND LUBIN of Philadelphia, Pa., FRANK L. DYER of Montclair, N. J., WILLIAM N. SELIG AND GEORGE K. SPOOR of Chicago, Ill.

NOW, THEREFORE, IN CONSIDERATION of the sum of one dollar in hand paid each to the other, the receipt of which is hereby acknowledged and of the mutual covenants herein, the parties have agreed as follows:

(1) In the event that any judgment in any action at law in which any or all of the parties hereto are named as defendants and which is founded on the facts or substantially on the facts set forth in the petition in said suit in the Eastern District of Pennsylvania is rendered against the parties hereto or any of them or against "said other parties" or any of them, and is about to be levied upon the property of any or all of the parties hereto or "said other parties" or has been so levied, then the parties hereto who are named as defendants in such action at law agree to contribute equally to the satisfaction of said judgment, the amount to be paid by each to be determined by dividing the amount of the judgment by the number of defendants who are parties hereto.

It is further agreed by and between the parties hereto that, in the event of George Kleine selling or assigning all the business in motion pictures now conducted by him personally, and all of his assets connected with said business, to a corporation, said Kleine shall no longer be liable for any payments under this agreement if said corporation agrees in writing with each of the parties hereto to assume all liability of said Kleine hereunder.

Dated February 14th, 1916.

MOTION PICTURE PATENTS COMPANY

By H. N. Marvin, Pres.

GENERAL FILM COMPANY

By Geo. Kleine, Pres't

THOMAS A. EDISON, INC.

By C. H. Wilson, Vice-Pres.

KALEM COMPANY, INC.

By T. J. Marion, Pres.

BIOGRAPH COMPANY

By J. J. Kennedy, Pres't

VITAGRAPH COMPANY OF AMERICA

By Albert E. Smith, Treas.

LUBIN MANUFACTURING COMPANY

By J. M. Lowry, Treas.

SELIG POLYSCOPE COMPANY

By W. M. Selig, Pres.

ESSANAY FILM MANUFACTURING COMPANY

By Geo. K. Spoor, Pres.

Geo. Kleine

GEORGE F. SCULL  
SINGER BUILDING, 140 BROADWAY  
NEW YORK CITY  
PATENTS AND PATENT CAUSES



March 28th, 1916.

Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

My dear Mr. Wilson:--

The situation as to the possibility of any purchaser of the Edison projecting machine business obtaining a license from the Patents Company, is about as follows:--

The grant of a license would necessitate a vote of at least one Biograph director, so that it is essential to have them agree with the Edison directors before anything can be done.

The Latham patent is substantially the only patent left which has any value. There is a suit now on appeal on this patent, which suit is an endeavor fundamentally to enforce the 50 cents a week royalty, which is now being paid by nobody. The lower Court dismissed the suit on the ground that the conditions of the license agreement could not be enforced. The validity of the patent was not passed on. On this appeal both the validity of the patent and the enforcement of the license plate are put in question. The suit may be decided in either of several different ways. The patent itself may be held invalid, which of course, would end the whole matter. Second, the Court may hold the enforcement of the conditions of the license illegal, but not pass on the validity of the patent, or it may hold the patent valid and that the license restrictions are enforceable.

The licenses issued to the manufacturers of projecting machines are irrevocable on the part of the Patents Company, though the manufacturers may give them up at the end of any year. Many of these licenses had been issued, some to concerns that had never done any business and others to concerns that had done very little business. Under one clause or another recently the Patents Company has taken occasion to cancel most of these outstanding licenses. It so happens that even the Nicholas Power Company's license has been cancelled. They took the fool position that the Government suit made the license agreement unlawful and have accordingly stopped paying their royalties. The

Mr. C. H. Wilson

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3/28/16.

Patents Company gave them the required thirty days' notice but they refused to pay up and accordingly their license was cancelled. Since then they have been using strenuous endeavors to get back but the Patents Company has taken the position that pending the outcome of the Latham suit, it would do nothing. There are only four licenses at present outstanding against which there can be no question raised. These are to the Edison Company, the American Moving Picture Company, the Precision Machine Company and the Enterprise Optical Company. There are two more to a couple of small concerns who have done no business in the last year and the Patents Company expects to cancel these licenses in a week or two.

Mr. Marvin's idea, which I approve, has been to eliminate all, if possible, of the machine manufacturers' licenses, so that, dependent on the outcome of the Latham suit, there can be a new deal with a clean slate, and even if all such licenses cannot be cancelled, the fewer there are, the easier dealing with the machine manufacturers will be. Because we do not know what the decision in the Latham case will be, we cannot plan just what we want to do. But some things occur to us. For instance, if the decision is a good strong one in our favor, we may want to raise the weekly royalty from its present 50 cent rate. If the Court holds that we cannot collect the weekly royalties, then at least, we should get more than \$5.00 a machine from the manufacturers.

The Latham appeal will be argued about April 4th and we should get a decision some time in May, probably the early part.

I had a talk with Mr. Marvin yesterday and found that the foregoing substantially states his idea as to what the Patents Company's policy should be, and when I suggested that the Edison Company was contemplating the possibility of disposing of its machine business and asked him what position the Biograph directors would take as to voting a license to the purchasers, he replied that he believed it advisable for the benefit of all parties, that such a sale be held up until we knew the Court's decision on the Latham patent; that the grant of a new license now would be directly contrary to the policy which the Patents Company had been pursuing, and that while the grant of this new license, or rather its transfer from the Edison Company, would not increase the number of licensees, yet there is a vast difference between having a license in the hands of the Edison Company and in the hands of strangers. While he was very mild in making the statement, I know that he is

Mr. C. H. Wilson

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3/28/16.

convinced that that is the correct position for him to take and that he will adhere to it no matter how insistent the Edison Company might be. In other words, he feels that he is gambling on a big proposition and would not like to have it interfered with by a relatively small matter.

In view of the above, it seems to me that the only thing to do is to wait until after the decision in the Latham case. It is possible that, after that decision, the present license to the Edison Company will be of much greater value than it appears to be now. This is specially true if any new license to be granted hereafter shall provide for a manufacturer's royalty greatly increased over the present uniform \$5.00 fee. The Edison license provides for \$5. only, and is irrevocable.

Yours very truly,

*George F. Bull*

GFS/LMB



GEORGE F. SCULL  
3300 BULFORD, 145 BROADWAY  
NEW YORK CITY  
PATENTS AND PATENT CAUSES



APR 26th, 1916.

Mr. C. A. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

My dear Mr. Wilson:--

I expect to start for San Francisco on Thursday of this week to be gone some three weeks.

I do not anticipate that anything requiring my attention will turn up while I am gone. The Patents Company is at the present time marking time, with expenses out down to a minimum and living on what small sum it has in its treasury. This month's bills will probably practically exhaust that, and there may be one or two legal bills of one or two thousand dollars each coming in later.

The income of the company is practically nothing now since the license to the Nicholas Power Company is cancelled. In any event, the income from the machine manufacturers comes in only quarterly and those who are now paying are only the Precision Machine Company, the Enterprise Optical Company and Edison.

The argument of the appeal in the Latham case took place early this month and the earliest that we would probably get a decision would be about the middle of May. If the case bothers the three judges (and I think it will) it may readily be that we would not get a decision for a month or more after that.

The plans of the Patents Company, which are largely Marvin's, are, of course, entirely tied up with this Latham patent. If the suit is lost and the patent held invalid, I should say there was little to do but wind up the company. If the patent should be held valid but the Court refuse to enforce the license restriction involving the payment of fifty cents a week, then there might be reason for continuing the company in a skeleton form to collect royalties of considerable size on machines from the machine manufacturers. If our best hopes are realized and the Court not only sustains the patent, but also holds the license restrictions enforceable, then there is really no limit to the possibilities during the life of the patent. Theoretically, we would then be able to enforce the fifty cents a week from each exhibitor and the

*If patent situation is entirely in our favor  
Why only 50 c. should be \$2, costs  
which is small enough*

Mr. C. H. Wilson

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4/26/16.

only difficulty I can see would be to frame up a scheme by which the collection of this amount would not be greater than the amount itself. This I think could be done. In addition, it may also give us some kind of a control over the film to be supplied to the machines.

No definite schemes have been planned in view of any of these contingencies, but I think the foregoing will indicate the possibilities.

Yours very truly,

George F. Scull  
Inc.

GFS/LMB



449

July 26, 1916.

Mr. George F. Soull,  
149 Broadway,  
New York City.

Dear Mr. Soull:

I find that our license agreement with the Motion Picture Patents Company expires August 26, 1919 and may be terminated any September 1st by thirty days notice. This means that if we desire to terminate the agreement, the notice would have to be given by August 1st.

So far as I know there is no reason for our terminating the agreement, and I am therefore writing you for the purpose of obtaining your views in the matter.

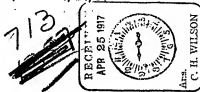
Yours very truly,

Vice Pres. & Gen. Mgr.

CHW-AH

*Source replied  
that he saw no  
reason to terminate  
agreement. This reply  
etc. attached to report  
JWS  
JH*

CFS/LMB - 4/24/17



Mr. Wilson:—

At your request and for the information of Mr. Edison and yourself, I summarize below a number of matters concerning which I have advised you from time to time recently.

Damage Suits

The appeal in the Government Anti-Trust suit against the Patents Company and the Edison Company was originally set for hearing by the Supreme Court on April 9th, and on the strength of this the Courts here had postponed the trial of the triple damage suits until May. The Department of Justice was not ready to argue the case on April 9th, however, and the appeal was set over to October 2nd. The Courts here have refused to hold up the trial of the damage suits until after the Supreme Court can pass on the Government case and has set the first of these suits for trial on May 14th, 1917. That suit is one brought by the Chicago Film Exchange, a concern not licensed by the Patents Company, but one with which the Edison Company and a number of the other licensees were dealing up to the time the Patents Company was formed. At that time all of these companies, including the Edison Company, stopped dealing with that exchange, and it now claims that it was damaged by being deprived of its source of supply. Its claim, which of course is highly padded, is for \$1,400,000. which it asks to have tripled.

In these suits the Edison Company is represented by Mr. McCarter and I have been spending considerable time with him personally, and in fact, all of my time on this case, because

C.H.W.

GFS/LMB - 4/24/17

all of the defendants are looking to me to prepare the facts for presentation. At the end of an interview yesterday with Mr. McCarter, he agreed that he and I would, on May 1st, 1917, bury ourselves here in New York at some place where we could have the necessary papers to work with, but where no one would know where we were so that we could devote the two weeks before the trial to concentrated preparation. You will, of course, appreciate that this first case is the test case, and in fact, because we have no Supreme Court decision, we are in the position to raise the same defenses in this suit as we did in the Government case and have them tried out precisely as if there never had been a Government case. While the judges here in New York will be respectful toward the decision of Judge Dickinson in Philadelphia, we are confident that they will not be influenced by it.

Last Tuesday there was a conference of all the counsel representing the different defendants in the triple damage suits, and it was expressly agreed that Mr. McCarter should cross-examine the witnesses and make the opening address to the jury and it was evident that it was also desired that he should at least assist in the summing up. There will be no difficulty, therefore, in my opinion, in having our plan of Mr. McCarter virtually being the counsel in charge of the case, accepted by the other counsel, each other counsel, however, aiding in the work.

I have repeatedly told Mr. McCarter that the Edison Company wishes him to defend these suits precisely as if it were the only defendant, and that he were the only counsel in the case

C.H.W.

GFS/LMB - 4/24/17

so that there could be no question of dividing his responsibility.

Personally I have laid aside all of my other work and am concentrating also on this damage suit, for I do not know of anything of sufficient importance which cannot be deferred until after the trial of this first case.

---ooOoo---

Latham Patent

The recent decision of the Supreme Court on the suit by the Patents Company against the Universal Company on the Latham patent has the effect of determining finally that we cannot enforce the restrictions on the patent plates on the projecting machines sold under the Patents Company's license. In order to arrive at this conclusion, the Supreme Court flatly overruled its own decision in the Dick case which we had been following in our contracts.

The validity of the Latham patent has not been disturbed in any way nor passed on by the Court, and the patent is therefore as good today as ever. It expires in August, 1919.

Some time since we started a suit against a dealer in Philadelphia based on the sale of a Power machine, this suit being to test the validity of the patent.

In view of the decision of the Supreme Court and the short term of the patent, it is my belief that the Patents Company should now reach some definite understanding with the machine manufacturers by which they would all pay a royalty. It seems to me that almost anything we can get out of the patent should be accepted. The Nicholas Power Company at the time it

C.H.W.

GFS/LMB - 4/24/17

stopped paying its royalties, asserted that it would continue to pay, if we would revise the license agreement so as not to compel it to do the thing which the Supreme Court now says we cannot enforce. But in the meantime back royalties amounting possibly to \$15,000. or \$20,000. have accrued, and it is doubtful whether they would now come in and pay the back royalties rather than take a chance and fight.

The Patents Company is getting a small revenue from one machine of the manufacturers which is just about sufficient to pay the operating expenses, but not enough to pay the lawyers' fees which have accumulated in connection with this litigation over the Latham patent, and its share of the defense of the damage suits.

It is desirable for the present, however, to keep the Patents Company in some sort of position where its papers can be readily accessible because its records are and will be in constant use in the preparation and defense of the damage suits.

I am of the opinion that it will be best to leave the Patents Company situation as it is until after the outcome of the damage suit is determined, and then if there is a pause between the trial of the first and second of such suits, take up seriously the matter of the future policy as to the Patents Company.

*Henry D. Hull*

OCT-h



Office of the Attorney General,  
Washington, D. C.

December 17, 1917.

*h.e.f.*

Mr. Thomas A. Edison,  
Orange,  
New Jersey.

*Noted by  
E. J. J. J.  
S. W. J. J.*

Dear Mr. Edison:

I received your interesting letter of the 11th instant. I can only say that the law prohibits manufacturers from entering into arrangements to fix resale prices of their products and that this Department has no other choice but to enforce the law as it is written and declared. Whether the law should be changed in this regard is a question which should be addressed to the appropriate committees of Congress. I may say that for several years a bill to make this change has been pending but Congress has never seen fit to enact it.

Sincerely yours,

*J. H. L. J.*  
Attorney General.



2357

Dec. 22, 1917

Mr. Edison:

I have looked up the various cases to which you referred yesterday, and also the latest cases in which the lower courts have endeavored to construe the meaning of the Supreme Court decisions to which you have referred, and my comments upon these cases are as follows:

1895 (C.D. 294) Keeler vs. Standard Folding Bed Co.

I have made a search and find that the Supreme Court has never decided the question whether a patentee can sell a patented article and by contract restrict the vendee as to the resale thereof. The question is now pending in the Supreme Court as I will mention later. In the case which I am now referring to there is an implication that the vendee can be restricted by a contract with the patentee. You should bear in mind, however, that the present Supreme Court is very much more radical in its views than it was at the date of these early decisions, and looks at questions of this kind from exactly the opposite view point to what it had then.

1902 (C.D. 566) Cement vs. National Harrow Co.

This case is the basis upon which our present system rests as it states that a patentee may fix the price at which his licensee shall sell the patented articles. The Department of Justice holds that our system differs from this in that in the Cement case the licensee manufactured the goods himself instead of purchasing them from the patentee, and furthermore that if there were contracts of this sort entered into generally with a large number

of licensees it would constitute a price fixing scheme which would be in violation of the Sherman Act.

1912 (C.D. 652) Standard Sanitary Mfg. Co. vs. The United States.

This case is popularly known as the bath-tub case. It holds that the patent cannot be used as a cloak to cover up a violation of the Sherman Act. It seems to have no bearing upon our system, but is one of the cases referred to by Mr. Guiler of the Department of Justice in connection with our system.

I might state here that Mr. Guiler thinks that there is no patent question involved in our system, that the law is the same as regards the fixing of price on patented goods and unpatented goods, and perhaps it is the bath-tub case which has influenced him in this belief.

1913 (C.D. 519) Virtue vs. Creamery Package Mfg. Co. This is a triple damage suit under the Sherman Act against owners of patente in which the decision was in favor of the defendants. It does not seem to have much bearing on the present situation.

May 26, 1913 (C.D. 533) Bauer vs. O'Donnell. This case is popularly known as the Sanatogen case. Holds that patentee cannot merely by a notice affixed to the goods restrict the vendee as to the price at which he shall resell. The Department of Justice, of course, relies upon this case as establishing the invalidity of all restrictions of this kind whether made by notice or by contract.

Following the Sanatogen decision the lower courts have

endeavored to construe the law relating to a patentee's right to fix prices by contract (as distinguished from notice) and they have arrived at divergent opinions to which I will briefly refer.

December 4, 1914, Ford Motor Co. vs. Union Motor Sales Co. (225 Fed. 373) In this case Judge Hollister of the United States District Court, Southern District of Ohio, held that the owner of the patent who sold a machine, <sup>and</sup> received the full price asked could not legally fix the price at which it may be resold by the purchaser even by contract. This case is, of course, relied upon by the Department of Justice.

January 2, 1915, United States vs. Keystone Watch Case Co. (218 Fed. 502) In this case the Circuit Court of Appeals of the 2nd Circuit (which is the Circuit in which we are located), held that a patentee might make contracts with its jobbers in which it should fix resale prices. This decision being that of a Circuit Court of Appeals is entitled to greater weight than that of Judge Hollister.

September 3, 1915, American Graphophone Co. vs. Boston Store of Chicago (225 Fed. 785) In this case Judge Geiger, sitting as District Court for the Northern District of Illinois, decided that a patentee may contract with a licensee and fix a resale price. This case was appealed to the United States Circuit Court of Appeals of the 7th Circuit and argued before them and the court desiring advice on the question from the Supreme Court certified it to the Supreme Court as shown by the certificate which accompanies the volumes which I am sending to you. This case has been set down

for argument before the Supreme Court on January 7th next. The Department of Justice takes the position that the questions presented by this case have already been decided by the Supreme Court in the case of the Victor Talking Machine Co. to which I will refer.

April 9, 1917, Straus vs. Victor Talking Machine Co. In this case the Supreme Court holds that the system used by the Victor Co. is invalid. It does not hold that it violates the Sherman Act. It does not decide the question as to whether or not a patentee may sell an article and contract with the vendee as to the resale price, because under the Victor system the goods were supposed not to be sold outright, and furthermore there was no contract between the owner of the patent and the defendant, Straus.

April 9, 1917, Motion Picture Patente Co. vs. Universal Film Mfg. Co.

This case overrules Henry vs. Dick and holds that a patentee may not by notice restrict the vendee as to the use of the patented article.

August 20, 1917, Ford Motor Co. vs. Boome (244 Fed. advances sheets 335)

This is a decision of the Circuit Court of Appeals, 9th Circuit (San Francisco). It is the very latest decision on the subject of the right of the patentee to fix prices by contract. It is subsequent to the Victor case and takes that decision into consideration. The court holds the Ford contract valid on the ground that the Ford Co. retained title to the goods until they were sold to the ultimate purchaser, that is, the consumer. I did not discuss this decision with Mr. Guiler partly because we do not claim to retain

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title to our goods while in the hands of retailers, or even the jobbers for that matter, and partly because it would have been useless in view of the opinions which he holds on the subject of the Sherman Act and the rights of patentees. The decision will, however, be of interest to you.

DELOS HOLDEN

DE-EH

[ATTACHMENT]

*Halden*

*Some notes made on reading  
Supreme Court decision  
Supreme Court.*

*2357*

*S*

Hobbie vs. Jennison, May, 1893.  
Keeler vs. Standard Folding Bed Co., April, 1895.  
Bemont vs. National Harrow Co., May, 1902.  
Standard Sanitary Co. vs. U. S. A., November, 1915.  
Creamery Packing Co. vs. Owatoma Co., January, 1913.  
Bauer & Co., Sanitogen, May, 1913.  
Strass & Victor Co., April, 1917.  
Motion Picture Patents Co. vs. Universal Film Co., April, 1917.

By Statute Sec. 4896, a patentee can grant exclusive rights to whole or any part of U. S. A.

Patentee if he chooses to make and sell himself, the purchaser can use the article anywhere in U. S. unless he has some contract with patentee to contrary.

A person purchasing an article of manufacture from one authorized to sell becomes possessed of an absolute property in such article unrestricted as to time or place.

No article can be unfettered from an inventor's monopoly without paying tribute.

Inconvenience and annoyance to public is a question taken into consideration in this decision, if above is not the case.

Keeler and Folding Bed case:

A vendee purchasing a patented article of patentee

[ATTACHMENT]

or his licensee has a right to make use of the same wherever he may take it, notwithstanding the vendor knows that article is to be used in territory owned by another.

Also a rival dealer with notice of territorial rights of a licensee may purchase any quantity of patented articles of patentee and sell them in his territory in defiance of the rights of an assignee in such territory. Court remarked:

"Whether a patentee may protect himself and assignees by special contracts brought home to purchasers is a question that would arise as a question of Contract, and not as one under the inherent meaning and effect of the patent law".

Hobbie vs. Jennison, May 1893.

Where an assignee of specified territory holds title under an otherwise unconditional and unrestricted assignment, the sale of the patented article by assignee in his territory carries the right to sell everywhere notwithstanding the knowledge of both parties that a use outside of territory is intended.

Also Court remarks:

"It is easy for Patentee to protect himself and assignees when he conveys exclusive rights under patent for particular territories. He can take care to bind every licensee or assignee, if he gives him the right to sell articles made under the patent, by imposing conditions which will prevent any other licensee or assignee from being interfered with. In present case there is no condition or restriction in title"

Bemont Case.

Patent is a monopoly. owner of patent has right to sell it or keep it, to manufacture article himself or to license others to manufacture it, to sell such articles himself

[ATTACHMENT]

(3)

or to authorize others to sell it and he is not bound to use his discovery himself nor permit others to use it.

The owner of a patent may assign it, or sell the right to manufacture and sell the article patented upon the condition that assignee shall charge a certain amount for such article. The general rule is absolute freedom in the use or sale of rights under the patent laws. The very object of those laws is monopoly and with few exceptions any conditions imposed by patentee and agreed to by licensee as to use or sale of article will be upheld by Court. The fact that conditions in the contract keep up the monopoly or fix price does not render them illegal.

The statute prohibiting contracts in restraint of trade clearly does not refer to that kind of restraint of interstate commerce which may arise from reasonable and legal conditions imposed upon the licensee of a patent by owner thereof restricting the terms upon which the article may be used and the price to be demanded therefor.

Standard Sanitary Manufacturing Company, 1912.

A number of manufacturers combined to set the price on sanitary ware, with the idea that it would be legal because a small detail used in manufacturing was patented, a more detail. Court decided this came under Sherman Act and was illegal. That while the rights conferred by patents are very definite and extensive they do not give any more than other rights an universal license against positive prohibition. The Sherman law is a limitation of rights, rights may be pushed to evil consequences and therefore restrained.



[ATTACHMENT]

(4)

To my mind this is a patent for a process and the public could not have used it as such and that the product itself had no patent on it and no price could be set on article legally. It also restricted dealers from handling competing goods also coerced jobbers.

Court says that the very comprehensive and thorough character of the (Sherman) law is demonstrated and its sufficiency to prevent evasions of its policy "by resort to any disguise or subterfuge of form" or the escape of its prohibitions "by any indirection". Nor can it be evaded by good motives. The law is its own measure of right and wrong, of what it permits or forbids, and the judgments of the Courts cannot be set up against it in a supposed accommodation of its policy with the good intention of parties, and, it may be, of some good results.

The whole is a rank attempt to evade Sherman law but Court did not catch on that it was a process patent which public could not use and therefore there was no patent on article sold, which would have been still worse for defendants.

Crosberry Co. Case, January 20, 1913.

Owner of a patent has exclusive rights, rights of using, making and selling. He may keep them or transfer to another, keep some of them and transfer others. This is elementary, and, in keeping it in mind there is no trouble in estimating the character of such rights or their transfer. Of course, patents and patent rights cannot be made a cover for a violation of law as we said in Standard Sanitary Case vs. U.S.A. But patents are not so used when the rights upon them by law are only exercised.

[ATTACHMENT]

(5)

Case don't appertain to Sherman law - decided in favor of patentees on other grounds - although one of the parties was a combination in restraint of trade.

Bauer & Co. Sanatoren.

Right to make, use, and sell an invented article is not derived from the patent law. This right existed before and without the passage of the law and was always the right of the inventor. The Act secured to the inventor the exclusive right to make, use, and vend the thing patented, and prevent others doing so.

The owner of a patent sold an article covered thereby with a notice therein that it was "Licensed by us for sale and use at a price not less than one dollar. Any sale in violation of this condition, or use when so sold will constitute an infringement of our patent 601995".

A purchaser of such article sold it at less than price named. Held that such a sale did not constitute infringement of the patent.

Says Bement case nothing to do with Sanatoron case.

Court says there are several substantive rights that an inventor has and each is the subject of subdivision, so that one person may be permitted to make but neither to sell nor use the patented thing. To another may be conveyed the right to sell, but within a limited area, or for a particular use. While to another the patentee may grant only the right to make and use, or to use for only specific purposes.

Court says notice on package is in no sense a license to use the invention. The jobber who first bought it

[ATTACHMENT]

(6)

Court says in comparing the copyright with a patent right:

"It is apparent that the principal difference in the two enactments lies in the presence of the word "use" in the patent statute, and its absence in the copyright law. An inventor has not only the exclusive right to make and vend his invention or discovery, but he has the like right to use it and when a case comes fairly within the grant of the right to use, that use should be protected by all means properly within the scope of the statute."

Then it recites the Bement case, then it speaks of Dick case. Says Sanatogen notice cannot act in any sense as a license to use the invention.

The jobber from whom Appellant bought at a price which must be deemed to have been satisfactory. The patentee had no interest in the proceeds of subsequent sales, no right to a royalty thereon or participation in the profits thereon. The package was sold with a full and complete title as any article could have been sold in the open market, excepting only the attempt to limit the sale or use when sold for less than a dollar. There was no showing of a qualified sale for less than value for limited use with other articles only as shown in Dick case. There was no transfer of a limited right to use the inventions, and to call the sale a license to use is a mere play upon words.

[ATTACHMENT]

(7)

The real question is whether in the exclusive right secured by statute to "vend" a patented article there is included the right, by notice to dictate the price at which subsequent sales of the article may be made. The patentee relies solely upon the notice quoted to control future prices in the resale by a purchaser of an article said to be of great utility and highly desirable for general use.

The appellee and the jobbers from whom he purchased were neither the agents nor the licensee of the patentee. They had the title to, and the right to sell, the article purchased without accounting for the proceeds to the patentee and without making any further payment than had already been made in the purchase from the Agent of the patentee.

The Court further says:

"The Court from the beginning has held that a patentee who has parted with a patented machine by passing title to a purchaser has placed the article beyond the limits of the monopoly secured by the Patent Act."

They recite *Adams vs. Burk* where Justice Miller delivered opinion of Court, who said:

"The true ground on which these decisions rest is that the sale by a person who has a full right to make, sell and use such a machine carries with it the right to the use of that machine to the full extent to which it can be used in point of time."

"The right to manufacture, the right to sell, and the right to use are each substantive rights and may be granted or conferred separately by the patentee. But in the essential nature of things, when the patentee or the person having his rights, sells a machine or instrument whose sole value is in

[ATTACHMENT]

(8)

its use he receives the consideration for its use and he parts with the right to restrict its use. The article passes without the limit of the monopoly. That is to say, the patentee or assignee having in the act of sale received all the royalty or consideration which he claims for the use of his invention in that particular machine or instrument, it is open to the use of the purchaser without further restriction on account of the monopoly of the patentee."

Five of the judges dissented in the Sanatogen Case.

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Victor Case, April 9, 1917.

Court says: "Courts would be perversely blind if they failed to look through such an attempt as this "License Notice". This plainly is to sell property for a full price and yet place restraints upon its further alienation. Such have been hateful to the law from Lord Coke's day to ours, because obnoxious to public interest. The scheme of distribution is not a system designed to secure to the plaintiff and to the public a reasonable use of its machines within the grant of the patent laws, but is in substance and in fact a mere price fixing enterprise which if given effect would work great and widespread injustice to innocent purchasers, for it must be recognized that not one purchaser in many would read such a notice and that not one in a much greater number, if it did read it, could understand its involved and intricate phraseology which bears many evidences of being framed to conceal rather

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(9)

than make clear its real meaning and purpose. It would be a perversion of terms to call the transaction intended to be embodied in this system of marketing plaintiff's machines a "License to use the invention". Convinced as we are that the purpose and effect of this "License Notice" of plaintiff considered as a part of its scheme of marketing its product, is not to secure to the plaintiff any use of its machines, and as is contemplated by patent statutes, but that the real and poorly concealed purpose is to restrict the price of them after the plaintiff had been paid for them and after they have passed into the possession of dealers and of the public. We conclude that it falls within the principles of *Adams vs. Burke* and *Bauer vs. O'Donnell*."

This seems to be a scheme of marketing by the Victor to set the price to public even after some of its dishonest dealers had broken their contracts and sold surreptitiously to Department stores.

The Courts do not decide that they could not set the price to the public but that they could not do it in this way and only by methods permitted under the patent law.

Motion Picture Patents Co. Case, April 9, 1917.

This is another case of retaining rights by notice put on machines.

Court says: "The statute relating to patents do not provide for any such notice and it can derive no aid from them. Whatever validity it has is derived from the general and not the

[ATTACHMENT]

(10)

patent law. The extent to which the use of a patented machine may validly be restricted to specific supplies or otherwise by special contract between the owner of a patent and the purchaser or licensee is a question outside the patent law and with it we are not here concerned. - Koeler vs. Standard Folding Bed Co.

Court says: "Grant of a patent has nothing to do with the materials with which or on which the machine operates. The grant is for the exclusive right to use the mechanism to produce the result with any appropriate material, and the materials with which the machine is operated are no part of the patented machine or of the combination which produces the patented results. The difference is clear and vital between the exclusive right to use the machine which the law gives to the inventor and the right to use it exclusively with prescribed materials to which such a license notice as we have here seeks to restrict. Whatever the right of the owner may be to control by restriction the materials to be used in operating the machine must be a right derived through the general law from the ownership of the property in the machine and it cannot be derived from or protected by the patent law which only allows a grant of the right to an exclusive use of the new and useful discovery which has been made. If the inventor's discovery is an important one his reward under such a construction of law will be large as experience abundantly proved, and if it is unimportant he should not be permitted by legal devices to impose an unjust charge upon the public in return for its use."

Court further says: "Exclusive right to 'vend' a patented article is derived from the same clause of the section of the statute which gives the exclusive right to 'use' such an

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(111)

article, and following the decision of the Button Fastener Case, it was widely contended as obviously sound, that the right existed in the owner of a patent to fix a price at which the patented article might be sold and resold under penalty of infringement." But this Court when the question came before it in the Sanatogen Case, rejecting plausible argument and adhering to the language of the statute from which all patent right is derived, refused to give such a construction to the Act of Congress and decided that the owner of a patent is not authorized by either the letter or the purpose of the law to fix a price by notice.

The price at which a patented article must be sold after the first sale of it declaring that the right to vend is exhausted by a single unconditional sale, the article sold being thereby carried outside the monopoly of the patent law, and rendered free of every restriction which the vendor may attempt to put upon it."

After the decision in the Dick Case, Congress passed a law which constrained in this decision the Court to nullify the favorable decision Dick previously obtained.

It seems plain that we cannot by notice and probably otherwise prevent the owner of our machines from using records of other makers if we have such a notice, but by contract we can prevent our dealers from selling our records for use on other machines, for good and sufficient reasons.



MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

October 15, 1918.

Carl H. Wilson, Esq.,  
C/o Thomas A. Edison, Inc.,  
Legal Department,  
Orange, New Jersey.

Dear Sir:-

A special meeting of the Board of Directors of the Motion Picture Patents Company will be held at 4:00 o'clock in the afternoon on Thursday, October 17, 1918 at the office of Ludwig & Crane, 61 Broadway, New York City.

The purpose of the meeting is to move the Main Office of the Company from Orange, New Jersey to Hoboken, New Jersey, and to act upon the resignations of Directors.

HNM-DP

Very truly yours,  
MOTION PICTURE PATENTS COMPANY,  
By *H. H. Mawby* President.



**Motion Picture Patents Company Records  
Documents (1908-1912)**

This folder contains minutes, agreements, announcements, and financial statements. Included are a list of licensed manufacturers and importers and licensed film exchanges as of February 1, 1909, and two treasurer's reports enclosing balance sheets and profit and loss statements for the years ending June 20, 1910, and June 20, 1911.

Approximately 40 percent of the documents have been selected. The unselected material includes lists of independent companies and correspondence concerning the remittance of royalties.

New York, February 14, 1908.

Gentlemen:-

Although we do not deal directly with you, we recognize that our Moving Pictures are made to please the public, and as we rely upon you to show our products to their best advantage, we feel a statement in due to you. We are confident that the future will demonstrate that your interests have been well taken care of in the plans which have just been made to improve the conditions in the Moving Picture business in the United States.

In order that you may understand the reason of this movement, we give you enclosed, a statement which speaks for itself.

Yours very truly,

EDISON MANUFACTURING COMPANY,

ESSANAY COMPANY,

KALEM COMPANY,

S. LUBIN,

G. MELLIES,

PATHÉ FRERES,

SELIG POLYSCOP COMPANY,

VITAGRAPH COMPANY.

STATEMENT.

Two (2) years ago the Moving Picture shows were in great favor among the public, but to-day it is quite different. The same public now criticise them very unfavorably and many shows which were always crowded, are at the present time very often empty. It was stated also that the Moving Picture Managers were changing their service of films nearly every week; but the complaints of the public.

of the EXHIBITOR and of the EXCHANGES, became so strong that it was necessary for all of the MANUFACTURERS to investigate the conditions in the business, and this has brought them to realize that the principal reason was that throughout the country, worn-out or damaged films were exhibited to a tremendous extent. This was found to be the fact, that the FILM EXCHANGES through a mistaken idea of competition, had cut prices to such a point that they could not make any profit, and consequently, rented films until they were entirely worn out, instead of placing new films in their service.

Several attempts were made to better this situation, but without any success, and by many it was felt that there was no remedy. But fortunately, the EDISON COMPANY offered to the leading MANUFACTURERS to stop suits they had brought against them for infringing its patents, provided they (the MANUFACTURERS) would recognize the validity of the patents. In view of the decision of the Court of Appeals absolutely establishing the EDISON COMPANY'S rights, there was no other course left to the MANUFACTURERS, and seven (7) of them agreed to take licenses and produce their films under the protection of these patents.

These seven MANUFACTURERS to whom the EDISON COMPANY has granted a license, and who are,

BESSANAY COMPANY,

KALLEN COMPANY,

S. LUBIN,

G. MELLIES,

PATHE FRERES,

SEELIG POLYSCOPE,

VITAGRAPH COMPANY,

had in mind in agreeing to pay royalties under the patents, that working thus, would be the only way to relieve the bad conditions and place the business of the EXHIBITORS

and EXCHANGES on a better basis.

This is made possible by the decision of the United States Courts which have established the rights of the owner of a patent to regulate and control entirely the sale of his products and impose any reasonable restriction which is for the good of the business. A controlling case which lays down this law is:-

The restrictions of the license issued by the EDISON COMPANY are that the films manufactured by the seven MANUFACTURERS shall be the only ones which are licensed, and consequently the only ones which will not infringe the patents.

Any EXHIBITOR to prevent infringing the EDISON patents must secure these pictures from a FILM EXCHANGE who has agreed to rent exclusively Licensed Motion Pictures.

The principal regulations which have been established by the owner of the patents are:-

1st. That the EXCHANGES will not rent below the minimum schedule:

2nd. That any EXCHANGE cutting prices, or violat-

ing its agreement with the MANUFACTURERS will be immediately cut off and after such offense, no licensed MANUFACTURER will sell any film to that EXCHANGE.

3rd. That the EXCHANGES will return to the MANUFACTURERS within a certain period of time, every film purchased.

These conditions are considered a great advantage to the EXHIBITOR as they will oblige the EXCHANGES to give better service and will prevent them from renting films more than a limited length of time. This means a wonderful improvement over the present conditions.

The EXCHANGES of this country who have just formed an Association under the name of "FILM SERVICE ASSOCIATION" admitted that the conditions imposed by the licensed MANUFACTURERS was the only possible way to save the business of the EXHIBITOR and the EXCHANGES from ruin. For this reason they have decided to use exclusively, licensed Motion Pictures manufactured under the EDISON patents, and they have agreed to be bound by the contract of sales imposed by the owner of the patent and the seven licensees.

In order to make this statement plainer, we wish to show the EXHIBITOR just where he stands:-

1st. The EXHIBITOR will have to rent films exclusively from exchanges who have agreed to conform to the conditions imposed by the owner of patent.

2nd. The EXHIBITOR will have to pay for service not less than the minimum price schedule above set forth.

3rd. The EXHIBITOR will have to sign a contract for each one of his shows, with his EXCHANGE for licensed Motion Pictures, such contract obliging the EXHIBITOR to give a guarantee bond and preventing him from sub-renting films which are supplied to him.

The licensed MANUFACTURERS place entire reliance

upon the fact that the EDISON COMPANY is in possession of the legal right during the life of the patents to strictly prevent any violations or infringement of their patents, and it is accepted as a fact that any person, firm or corporation, renting or showing unlicensed films will be proceeded against by suit, which will restrain them from so doing.

*M. P. Patents Co.*

MEETING HELD DECEMBER 31, 1908.

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The Actograph Company was given a hearing as to its unauthorized branches at Springfield and Harrisburg, and it was decided that this company is to close its Springfield and Harrisburg office by noon January 7, 1909, unless they find it impossible to do in which case they are to submit their reasons to Mr. Dyer and if deemed such reason sufficient, he is empowered to grant them an extension of time in which to close these offices. The office at Troy is to be recognized, and the Manufacturers will not require the Actograph Company to pay the fine of \$500. imposed by the F.S.A.

Mr. Eastman requested the right to sell licensed film to the Cameraphone Company during the month of January but this request was refused.

It was agreed that no order should be accepted from independent exchanges until January 11, 1909, and that Mr. Kleine and the Vitagraph Company were not to sell to licensed exchanges until that date.



1. X. Company to be purchased by G. E. for cash.
2. X. Company to purchase all patents giving in payment an agreement to pay E. Company and B. Company jointly five hundred thousand dollars (\$500,000) per year during the life of E. patents or either of them.
3. X. Company to print its own positives from negatives obtained from others.
4. The present licensees to submit all negatives to X. Company, X. Company to have the right to purchase any negative selected, with copyright thereon, on payment of a royalty of five cents (5¢) per foot of positives made therefrom with a guaranteed minimum royalty of two thousand dollars (\$2,000) per thousand feet of negative; royalty on positives sold abroad, two cents (2¢) per foot.
5. X. Company to divide one-third ( $\frac{1}{3}$ ) of its net earnings among the present licensees pro rata according to the proportionate number of feet of positives made from the negatives of each manufacture.
6. X. Company to license present licensees under all patents without payment of any royalty.
7. Licensees to have the right to sell positives at ten cents (10¢) per foot to anyone from negatives not selected by X. Company.
8. X. Company to have the right to license others under its patents on terms not more favorable than licenses to present licensees.

9. X. Company to have the right to purchase negatives from anyone.

10. Exhibitors' royalties be abolished. X. Company to have the right to serve any exhibitor. No restriction as to use of film to be placed upon projecting machines.

11. Contract with licensees to be for two (2) years with privilege of renewal on the part of the licensee year by year indefinitely.

12. If a licensee drops out, the amount of profits to be divided among licensees to be reduced by one-tenth ( $1/10$ ).

13. G. E., the owner of X. Company, to pay interest on preferred stock, annual cash payments due to former exchange owners and five hundred thousand dollars (\$500,000) per year royalty out of his share of the net profits that remains after having turned over one-third ( $1/3$ ) of the net profits as above mentioned to the present licensees.

(Suggested  
Form 1908)

"LICENSED MOTION PICTURE.

(Patented in the United States August 31, 1897, reissued January 12, 1904)

The enclosed motion picture is sold upon the following terms and conditions:

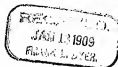
(1) That the purchaser shall not sell or otherwise dispose of the same outright, but shall have the right to use such motion picture in giving moving picture exhibitions or to rent out such motion picture.

(2) That the purchaser shall not rent out such motion picture or any other motion picture licensed under the above reissued patent for use in giving motion picture exhibitions at a lower rental price, directly or indirectly, than that prescribed below;

(3) That the purchaser or user thereof shall not make any reproduction commonly known as a "dupe" of such motion picture or of any other motion picture licensed under the above reissued patent;

(4) That the purchaser or user thereof shall not remove the trademark or trade name or title therefrom.

*Pile*  
*Motion Picture Patents Co.*



To the Film Rental Exchanges:

The Motion Picture Patents Company has been incorporated for the purpose of taking over, and has acquired, the ownership of the Edison, Biograph, Armat, and Vitagraph patents, which, we are assured by counsel, cover all modern moving picture films and all existing commercial types of projecting machines. The Patents Company proposes to control the business in such a way that the honest and legitimate exchange, whether a member of the F. S. A., or not, shall be protected from the unfair and ruinous competition of the dishonest exchange. This can only be done by insisting that all exchanges who may desire protection under the above patents shall conform rigidly to the fair and reasonable rules which the Company has formulated and which are embodied in a proposed license agreement herewith submitted for your consideration.

In addition to the Licensed Manufacturers whose films licensed exchanges have heretofore been permitted to handle, the Motion Picture Patents Company has licensed the American Mutoscope & Biograph Company of New York City, which has a present output of two reels a week; and Mr. George Kleine of Chicago, who will have a weekly output of two reels of Gaumont film and one reel of Urban Eclipse film, and the product of these two new licensees will be available to licensed exchanges after January 11, 1909.

All of the present licensed exchanges, except a few whose credit is very bad or who have flagrantly violated their agreements, will be invited to sign the new agreement with the Patents Company, as will the exchanges now operated by the Kleine Optical Company, and a very few of the more substantial independent exchanges.

The new agreement will be found not to materially alter the present system of handling licensed film, the principal change being that no licensed motion pictures will be permitted to be used on any projecting machine which is not licensed by the Patents Company under its patents. All projecting machines now in use will be licensed by February 1, 1909, upon the payment of a nominal fee. The Patents Company has licensed all of the present manufacturers of projecting machines of any importance, and the machines sold by these manufacturers after February 1st, will bear patent plates setting forth the conditions under which these machines shall be used, these conditions being the same as will be applied to the machines now in use. Each exhibitor will be required to pay a royalty after February 1st. The total royalty for the period from February 1st to March 8th, will be \$10 for each exhibitor, but it is the intention to equalize this fee as soon as practicable, so that small exhibitors will not be required to pay so much, and the large exhibitors more, the average being maintained as nearly as practicable at \$2 per week. Each exhibitor must make application for a machine license

on a form to be furnished by the Patents Company and the application must be accompanied by the royalty fee of \$10 to cover the period of the first five weeks from February 1st to March 8th, 1909. Before any license is granted to an exchange by the Patents Company, the exchange must furnish a list of theatres now being supplied by it, together with certain data as to the character of each theatre, its size and location, and kind of film service it takes, all as called for on the blank which will be furnished to the exchanges. These lists must be at the office of the Patents Company in New York City, by January 20, 1909, and the Patents Company will refuse to grant a license to any exchange failing to furnish such lists on that date, unless the distance of the exchange from New York City warrants lenience. After February 1, 1909, an exchange, before accepting an order for service, must ascertain whether or not the exhibitor desiring service has a license for his projecting machine and must refuse to supply licensed film to that exhibitor until he shall have obtained a license. On accepting an order for service from an exhibitor having a licensed machine the Exchange must mail to the Patents Company at its office in New York City the data in relation to the place of exhibition, etc., including the time the service is to begin, and a blank will be supplied by the Patents Company for this purpose. In a similar manner each exchange losing a customer must notify the Patents Company. Exchanges will be obliged to cease supplying with film any exhibitor whose fees are not paid. Each exchange should advise all of its exhibitors to apply immediately to the Patents Company for a license for the machines used by the exhibitors, so that the exhibitor may not be in danger of being cut off from his supply of film on February 1st.

In addition to the foregoing change the following are the only material differences between the old and new agreements:

(a) Hereafter licensed motion pictures will not be sold outright but will be leased by the various licensed manufacturers and importers, so that the latter may at all times retain title and be in a position to recover possession of such pictures should they be found in the hands of exchanges or exhibitors not entitled to use them.

(b) Exchanges will be permitted to sub-lease film only for use in the United States and its territories and will not be permitted to sub-lease them for use in Canada, Mexico and other foreign countries.

(c) The same requirement for the return of motion pictures is made in the new agreement as was made in the old one, and it is intended that this clause shall be enforced and in this way prevent the exhibition of worn out and damaged pictures.

(d) Hereafter when any motion pictures are destroyed or lost it will be necessary within fourteen (14) days after such destruction or loss, for the exchange to furnish

satisfactory proof to the Manufacturer or Importer from which such picture was obtained, in order that the exchange will not have to account for that film when it should be otherwise returned to the Manufacturer or Importer.

(e) Under the new agreement no distinction is made between an exchange and a branch. A license agreement will be necessary for each place of business operating as an exchange and no exchange is to establish a branch or any new place of business unless the regular license agreement is first signed for the new exchange and accepted by the Patents Company. By this means all controversy as to what constitutes a branch and who is responsible for it, will be avoided and failure to meet the requirements of the conditions of the license for one exchange will not necessarily jeopardize the license for any other exchange. Each exchange or branch will be required to purchase \$2,500 worth of film per month for direct shipment to its office. This change is intended to eliminate insignificant offices which have been used heretofore simply as an outlet for worn out films.

(f) If any one wishes to open a new office, it will be necessary to apply to the Motion Picture Patents Company for a license and that Company will determine whether or not the new office would be beneficial to the whole trade and will accordingly grant or refuse the license.

(g) Payments on all invoices received during each week must be made directly to, or mailed to the Manufacturer or Importer from whom the films were leased, on each Monday.

(h) No minimum schedule has been incorporated in the new agreement, although it is contemplated that such a schedule, will, in the near future, be established when the exchanges have adjusted themselves to the workings of the new conditions of license. Such a schedule will be drawn after consultation with representative exchanges and will be as fair as possible to all.

(i) The signing of this new license with the Patents Company will constitute a cancellation of all of the present agreements between an exchange and the licensed Manufacturers, except so far as the return of old film is concerned.

The Patents Company reserves the right to revoke the license on fourteen (14) days' notice, and also to revoke it at once on proof of violation of any of the conditions. If the license is revoked, because of violation on the part of the exchange, all licensed motion pictures in the possession of the exchange will be returned to the Manufacturers or Importers from whom they were obtained at the end of twenty (20) days, and the exchange agrees that the Patents Company may direct the various Manufacturers and Importers to cease supplying the exchange with motion pictures.

It will be noted from the foregoing changes that the only departure from the spirit of the old agreement lies in the fact that hereafter licensed motion pictures and licensed projecting machines only can be used together. This will insure that licensed exchanges will be absolutely protected from unfair and infringing competition, since all projecting machines now in use are covered by the patents of the Patents Company, and all exhibitors, therefore, would be compelled to use only licensed film.

Established exhibitors will be protected as much as possible by the Patents Company, which will carefully scrutinize each application for a license from any new exhibitor. No license will be granted for a new theatre in any district already well provided for.

All exchanges and exhibitors will be protected by the Patents Company under its patents, and infringers of any of these patents will be vigorously prosecuted.

January 9, 1909.

MOTION PICTURE PATENTS COMPANY,  
10 FIFTH AVENUE,  
NEW YORK CITY.

- MEETING HELD JANUARY 26, 1909-

MULLIN FILM SERVICE:

Those in favor and those opposed permitting this exchange to move from Watertown, N.Y. to Syracuse, N. Y., were heard, and it was agreed that this exchange should not be licensed for Syracuse, but should be instructed to move their office back to Watertown.

TOLEDO FILM EXCHANGE:

It was agreed that the Patents Company should not grant a license to this exchange.

HARSTEN & COMPANY:

It was agreed that the Patents Company should not grant a license to this exchange for either New York or Boston.

LAKEMILE FILM EXCHANGE:

The license agreements for this exchange having been received by the Patents Company after January 20, it was agreed that they should be accepted.

WILLIAMS, BROWN & EARLE:

The matter of a special license to this firm covering the importation and use of educational films was discussed, and it was agreed that a special license should be drawn up to be submitted to the Manufacturers before signing.



MEXICAN EXHIBITORS:

Attention was called to the fact that under the new license agreement with the exchanges, no exchange in the United States could supply an exhibitor in Mexico and it was decided that in view of the scarcity of exchanges in that country the licensed exchanges in Texas should be permitted to supply Mexican exhibitors.

CAMERAPHONE COMPANY:

Mr. Marvin submitted an outline of a proposed agreement with this Company, which was approved, provided that the term "talking picture" should be strictly defined so as to limit it to moving pictures used always with a synchronous phonographic record. The Cameraphone Company is to be represented in the Manufacturers' meeting only when talking pictures are under discussion. The proposed license, after it is drafted, should be submitted to the Manufacturers before signing.

EXPORT FILMS:

It was agreed that the present custom of some of the Manufacturers of sending films to P.L. Waters of New York, instead of to a transportation company for the purpose of export, was satisfactory, and that any of the manufacturers were free to adopt this course in relation to Mr. Waters, if they so desire.

INVOICES:

It was agreed that ~~agreed that~~ in order to establish a uniform practice, invoices should be dated when shipments are made.

SHORT LENGTHS:

It was agreed that the sale of short lengths of any kind should cease, all films regardless of length or age to be handled through licensed exchanges only, and to be leased and not sold.

NEGATIVES MADE BY UNLICENSED MANUFACTURERS:

The understanding that when any negative is offered for sale to any Manufacturer, all licensed Manufacturers should be notified and <sup>an opportunity</sup> be given to them to bid for it, and the highest bidder to get the negative, was confirmed.

RELEASE DATE:

It was agreed that the release date should be the first day on which any exchange would be permitted to handle the film in any way, the film to remain in the hands of the exchange until that day regardless of when it was received.

NEW BRANCH AT WICHITA:

The application of the Wichita Film Exchange of Little Rock, to open a branch at Wichita was approved, provided that the investigation to be made by Messrs. Selig and Macdonald does not reveal any new conditions not known to the Manufacturers at the time of this meeting.

**MOTION PICTURE PATENTS COMPANY,  
10 FIFTH AVENUE,  
NEW YORK.**

FEBRUARY 1, 1909.

The Patents Company has licensed the following Manufacturers and Importers whose present output is 18 reels per week:

LICENSE MANUFACTURERS AND IMPORTERS.

**AMERICAN MUTOSCOPE & BIOGRAPH COMPANY,  
EDISON MANUFACTURING COMPANY,  
ESSANAY FILM MANUFACTURING CO.,  
KALEM COMPANY,  
GEORGE KLEINE,  
LUBIN MANUFACTURING CO.,  
PATHE FRERES,  
SELIG POLYSCOPE CO.,  
VITAGRAPH COMPANY OF AMERICA.**

LICENSED FILM EXCHANGES.

The following Exchanges have been licensed, and at the present time are the only Exchanges that are authorized to handle licensed film:

| NAME.                                | ADDRESS.                      | CITY.                 |
|--------------------------------------|-------------------------------|-----------------------|
| Actograph Company.....               | 50 Union Square.....          | New York City.        |
| Actograph Company.....               | 22 Third Street.....          | Troy, N. Y.           |
| Alamo Film Exchange.....             | 405 Main Street.....          | Dallas, Texas.        |
| Alamo Film Exchange.....             | 304 Conroy Building.....      | San Antonio, Tex.     |
| American Film Exchange.....          | 645 Wabash Building.....      | Pittsburg, Pa.        |
| American Film Service.....           | 125 Monroe Street.....        | Chicago, Ill.         |
| American Film Service.....           | 128 North Main Street.....    | Memphis, Tenn.        |
| American Vitagraph Co.....           | 116 Nassau Street.....        | New York, N. Y.       |
| Buffalo Film Exchange.....           | 13 1/2 Genesee Street.....    | Buffalo, N. Y.        |
| C. A. Cahuff.....                    | Fourth and Green Streets..... | Philadelphia, Pa.     |
| Calumet Film Exchange.....           | Masonic Temple.....           | Chicago, Ill.         |
| Eugene Cine & Co.....                | 59 Dearborn Street.....       | Chicago, Ill.         |
| Eugene Cine.....                     | 268 South State Street.....   | Salt Lake City, Utah. |
| Clune Film Exchange.....             | 797 South Main Street.....    | Los Angeles, Cal.     |
| Colorado Film Exchange Co.....       | 320 Charles Building.....     | Denver, Colo.         |
| Columbia Film Exchange.....          | 414 Ferguson Building.....    | Pittsburg, Pa.        |
| O. T. Crawford Film Exchange Co..... | Gayety Theatre Building.....  | St. Louis, Mo.        |
| O. T. Crawford Film Exchange Co..... | Crawford Theatre.....         | El Paso, Texas.       |
| O. T. Crawford Film Exchange Co..... | Hopkins Theatre.....          | Louisville, Ky.       |
| O. T. Crawford Film Exchange Co..... | Shubert Theatre.....          | New Orleans, La.      |
| Harry Davis.....                     | 347 Fifth Avenue.....         | Pittsburg, Pa.        |
| Harry Davis.....                     | .....                         | Buffalo, N. Y.        |
| Harry Davis.....                     | 131 Market Street.....        | Philadelphia, Pa.     |
| Denver Film Exchange.....            | 713 Lincoln Avenue.....       | Denver, Colo.         |

| NAME                                      | ADDRESS                               | CITY                  |
|---|---------------------------------------|-----------------------|
| Dixie Film Company.....                   | 620 Commercial Place.....             | New Orleans, La.      |
| Duquesne Amusement Supply Co.....         | 104-5 Bakerwell Building.....         | Pittsburg, Pa.        |
| Duquesne Amusement Supply Co.....         | 215 Monticello Arcade Building.....   | Norfolk, Va.          |
| Edison Display Co.....                    | 1116 Third Avenue.....                | Seattle, Wash.        |
| Edison Display Co.....                    | 165 1/4 Fourth Street.....            | Portland, Ore.        |
| Electric Theatre Supply Co.....           | 47 North 10th Street.....             | Philadelphia, Pa.     |
| Greater New York Film Rental Co.....      | 24 Union Square.....                  | New York City.        |
| C. J. Hitt Company.....                   | Monadnock Block.....                  | Chicago, Ill.         |
| Howard Moving Picture Co.....             | 364 Washington Street.....            | Boston, Mass.         |
| Imperial Film Exchange.....               | 44 West 28th Street.....              | New York City.        |
| Imperial Film Exchange.....               | 299 River Street.....                 | Troy, N. Y.           |
| Imperial Film Exchange.....               | 803 Ninth Street, N. W.....           | Washington, D. C.     |
| Imported Film & Supply Co.....            | 708 Union Street.....                 | New Orleans, La.      |
| Kent Film Service.....                    | 219 Nicholas Building.....            | Toledo, Ohio.         |
| Kielce Optical Company.....               | 2008 1/4 Third Avenue.....            | Birmingham, Ala.      |
| Kielce Optical Company.....               | 657 Washington Street.....            | Boston, Mass.         |
| Kielce Optical Company.....               | 52 State Street.....                  | Chicago, Ill.         |
| Kielce Optical Company.....               | 302 Boston Building.....              | Denver, Colo.         |
| Kielce Optical Company.....               | 229 Commercial Building.....          | Des Moines, Iowa.     |
| Kielce Optical Company.....               | 214 Tracilon Building.....            | Indianapolis, Ind.    |
| Kielce Optical Company of California..... | 369 Pacific Electric Building.....    | Los Angeles, Cal.     |
| Kielce Optical Company.....               | 662 Sixth Avenue.....                 | New York, N. Y.       |
| Kielce Optical Company.....               | 309 Melhorn Building.....             | Seattle, Wash.        |
| Kielce Optical Company of Missouri.....   | 523 Commercial Building.....          | St. Louis, Mo.        |
| Laemmle Film Service.....                 | 196 Lake Street.....                  | Chicago, Ill.         |
| Laemmle Film Service.....                 | Main and Sixth Streets.....           | Evansville, Ind.      |
| Laemmle Film Service.....                 | 78 South Front Street.....            | Memphis, Tenn.        |
| Laemmle Film Service.....                 | 1121-23 Lumber Exchange.....          | Minneapolis, Minn.    |
| Laemmle Film Service.....                 | 800 Brundage Block.....               | Omaha, Neb.           |
| Laemmle Film Service.....                 | 419-26 Marjann Grand Bldg.....        | Portland, Ore.        |
| Laemmle Film Service.....                 | 151 Main Street.....                  | Salt Lake City, Utah. |
| Lake Shore Film & Supply Co.....          | 314 Superior Avenue, N. E.....        | Cleveland, Ohio.      |
| H. Lieber Co.....                         | 24 West Washington Street.....        | Indianapolis, Ind.    |
| Lubin Film Service.....                   | 21 South 8th Street.....              | Philadelphia, Pa.     |
| Lubin Film Service.....                   | 510 Paul-Gale-Greenwood Building..... | Norfolk, Va.          |
| Lubin Film Service.....                   | 140 West 5th Street.....              | Cincinnati, Ohio.     |
| Michigan Film & Supply Co.....            | 82 Griswold Street.....               | Detroit, Mich.        |
| Miles Bros., Inc.....                     | 259 Sixth Avenue.....                 | New York, N. Y.       |
| Miles Bros., Inc.....                     | Washington and Dover Streets.....     | Boston, Mass.         |
| Mitchell Film Exchange.....               | 790 Turk Street.....                  | San Francisco, Cal.   |
| Monarch Film Exchange.....                | 190 1/2 Main Street.....              | Little Rock, Ark.     |
| Monarch Film Exchange.....                | 201 Thompson Building.....            | Oklahoma City, Okla.  |
| Montana Film Exchange.....                | 41 North Main Street.....             | Butte, Montana.       |
| Morton Film Exchange.....                 | 107 Sixth Street.....                 | Portland, Ore.        |
| National Film Company.....                | 100 Griswold Street.....              | Detroit, Mich.        |
| National Film Renting Co.....             | 48 Turk Street.....                   | Spokane, Wash.        |
| Novelty Moving Picture Co.....            | 16 East Broad Street.....             | San Francisco, Cal.   |
| Ohio Film Exchange.....                   | 23 North Calvert Street.....          | Columbus, Ohio.       |
| Pearce & Schock.....                      | 403 Lewis Block.....                  | Baltimore, Md.        |
| Pennsylvania Film Exchange.....           | 126 University Place.....             | Pittsburg, Pa.        |
| People's Film Exchange.....               | 129 North 7th Street.....             | New York City.        |
| Philadelphia Film Exchange.....           | 121 Fourth Avenue.....                | Philadelphia, Pa.     |
| Pittsburg Calcium Light & Film Co.....    | 121 Fourth Avenue.....                | Pittsburg, Pa.        |

| NAME                                    | ADDRESS                           | CITY                  |
|---|-----------------------------------|-----------------------|
| Pittsburg Calcium Light & Film Co.      | 391-393 Central Building          | Wilkesbarre, Pa.      |
| Pittsburg Calcium Light & Film Co.      | New Building                      | Rochester, N. Y.      |
| Pittsburg Calcium Light & Film Co.      | 421 Walnut Street                 | Cincinnati, O.        |
| Pittsburg Calcium Light & Film Co.      | 60-62 Brownell Block              | Des Moines, Iowa.     |
| Schiller Film Exchange                  | 103 Randolph Street               | Lincoln, Neb.         |
| Southern Film Exchange                  | 1822 Fourth Avenue                | Chicago, Ill.         |
| Southern Film Exchange                  | 148 West 9th Street               | Birmingham, Ala.      |
| George K. Spoor & Co.                   | 62 North Clark Street             | Cincinnati, Ohio.     |
| Standard Film Exchange                  | 79 Dearborn Street                | Chicago, Ill.         |
| Star Film Exchange                      | 120 Randolph Street               | Chicago, Ill.         |
| Superior Film Supply Co.                | 621 Nashy Building                | Toledo, Ohio.         |
| Swash Film Service Co.                  | 338 Spruce Street                 | Philadelphia, Pa.     |
| Wm. H. Swanson & Co.                    | 160 Lake Street                   | Chicago, Ill.         |
| Wm. H. Swanson Co. of Omaha             | 405 Karbach Block                 | Omaha, Neb.           |
| Wm. H. Swanson-St. Louis Film Co.       | 200 North 7th Street              | St. Louis, Mo.        |
| The Talking Machine Co.                 | 97 Main Street, East              | Rochester, N. Y.      |
| Tally's Film Exchange                   | 354 South Broadway                | Los Angeles, Cal.     |
| Theatre Film Supply Co.                 | 200 South Tryon Street            | Charlotte, N. C.      |
| Theatre Film Supply Co.                 | 2007 Second Avenue                | Birmingham, Ala.      |
| Theatre Film Service Co.                | 85 Dearborn Street                | Chicago, Ill.         |
| Trent & Wilson                          | 1038 Golden Gate Avenue           | San Francisco, Cal.   |
| 20th Century Optiscope Co.              | 63 East 3d Street                 | Salt Lake City, Utah. |
| 20th Century Optiscope Co.              | 59 Dearborn Street                | Chicago, Ill.         |
| 20th Century Optiscope Co.              | Shukert Building                  | Kansas City, Mo.      |
| 20th Century Optiscope Co.              | 408 Eccles Building               | Ogden, Utah.          |
| Turner & Dahnen                         | 1650 Ellis Street                 | San Francisco, Cal.   |
| Twain City Calcium and Stereopticon Co. | 709 Hennepin Avenue               | Minneapolis, Minn.    |
| United Film Exchange                    | 717 Superior Avenue, N. E.        | Cleveland, O.         |
| U. S. Film Exchange                     | 131 Lake Street                   | Chicago, Ill.         |
| Vaudeville Film Exchange Co.            | 103 Monroe Street                 | Grand Rapids, Mich.   |
| P. L. Waters                            | 41 East 21st Street               | New York City.        |
| Alfred Weiss' Film Exchange             | 219 Sixth Avenue                  | New York City.        |
| Western Film Exchange                   | 949 Century Building              | St. Louis, Mo.        |
| Western Film Exchange                   | 307 Grand Avenue                  | Milwaukee, Wis.       |
| Western Film Exchange                   | 201 Miners' Bank Building         | Joplin, Mo.           |
| Wonderland Film Exchange                | Seventh Street and Liberty Avenue | Pittsburg, Pa.        |
| Wheelan-Loper Film Co.                  | 339 Main Street                   | Dallas, Texas.        |
| Yale Film Renting Co.                   | 622 Main Street                   | Kansas City, Mo.      |

MOTION PICTURE PATENTS COMPANY  
80 FIFTH AVENUE, NEW YORK

February 17, 1912

FRANK L. DYER, Esq., President,  
Thomas A. Edison, Incorporated,  
ORANGE, NEW JERSEY.

Dear Sir:

I am enclosing two copies of balance sheet, profit and loss statement and my report for the fiscal year ended June 20, 1911. I am also enclosing two copies of balance sheet, profit and loss statement and my report for the fiscal year ended June 20, 1910, so that Mr. Edison and you can more readily make comparisons between the two years.

Enclosed you will also find the Motion Picture Patents Company's cheque No. 1758 to the order of Thomas A. Edison, Inc., for \$1037.44, which amount, together with the film royalties which have been paid to Thomas A. Edison, Incorporated, by the Eastman Kodak Company, is fifty per cent. of the net profits of the Motion Picture Patents Company during the fiscal year ended June 20, 1911.

Thus far the net earnings for the fiscal year ending June 20, 1912, are in excess of the net profits of preceding years although it was advisable to increase the salary of a number of the Company's employees from January 1st, on account of their greater knowledge of the business and greater efficiency. Changes which have been made in the methods of accounting and routine office work have offset such increases, and in addition, have resulted in considerable saving.

*check acct  
delivered  
MPE*

FRANK L. DYER, ESQ., President.

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The Empire Trust Company has requested me to obtain from Thomas A. Edison, Incorporated, a receipt or acknowledgment showing that it received from the Motion Picture Patents Company and from the Eastman Kodak Company, the sum of \$287,672.43. This request is made by the Trust Company under the joint instructions given to the Trust Company in writing on May 21, 1909, by Thomas A. Edison, Incorporated, (Edison Manufacturing Company) and Biograph Company.

Respectfully,

*J. J. Kennedy*  
Treasurer.

[ATTACHMENT]

*Mr. Dyer's Copy*

*171,0  
A-443*

MOTION PICTURE PATENTS COMPANY

—  
BALANCE SHEET,  
PROFIT AND LOSS ACCOUNT  
AND  
REPORT OF TREASURER.

—  
1910.



[ATTACHMENT]

July 11, 1910.

TO THE STOCKHOLDERS OF THE  
MOTION PICTURES PATENTS COMPANY.

Dear Sirs:

The accompanying profit and loss statement and balance sheet for the year ended June 20, 1910, are submitted in compliance with the requirements of Section 4, Article VI, of the by-laws of the Company:

During the last fiscal year, Gaston Melies has been granted a limited license for himself and for his brother George Melies, of Paris, to manufacture and import motion pictures under the patents owned by this Company.

None of the licenses granted by this Company to manufacture or import motion pictures, was cancelled or surrendered during the last fiscal year.

On June 20, 1910, the following manufacturers and importers were licensees of this Company:

[ATTACHMENT]

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Biograph Company,  
Edison Manufacturing Company,  
Essanay Film Manufacturing Company,  
Kalem Company,  
George Kleine,  
Lubin Manufacturing Company,  
Pathe Freres,  
Selig Polyscope Company,  
Vitagraph Company of America,  
Gaston and George Molles.

It is impossible to make a direct comparison between the figures shown by this report with the last report of the Treasurer, for the reason that the last report covered only five and two-thirds months of the year 1909, while the present report covers a whole fiscal year.

As the last report included film royalties collected from January 1, 1909, to June 19, 1909, and as the net film royalties during this period amounted to \$104,558, the net film royalties per month averaged \$18,451.

During the fiscal year covered by this report, the net film royalties amounted to \$256,529, and the net film royalties per month therefore averaged \$21,377, an increase of 15.9 per cent over 1909.

As the collection of royalties from exhibitors commenced on February 1, 1909, the last report included royalties received from exhibitors for only four and two-thirds months. As the net exhibitors' royalties amounted to \$128,105 during this period, the net exhibitors'

[ATTACHMENT]

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royalties amounted to \$27,451 a month.

During the fiscal year covered by this report, the net exhibitors' royalties amounted to \$417,704, or an average of \$34,809 a month, - an increase of 26.8 per cent. over 1909.

Most of the exchanges preferred collecting exhibitors' royalties for this Company at the same time they collected payment for motion pictures that they sub-leased to exhibitors, and the service of collecting exhibitors' royalties for this Company was accepted as consideration for their licenses to lease and sub-lease motion pictures manufactured and imported under the patents owned by this Company, in lieu of a license fee.

Our investigations, however, frequently disclose the fact that exchanges do not pay to this Company, all the license fees that they collect from exhibitors, and that they very often supply licensed motion pictures to exhibitors in violation of the terms of their licenses.

The persistent infringement of this Company's patents causes a great loss in revenue, and is also the cause of considerable expense in obtaining evidence of infringement. Infringers are constantly becoming more numerous and more skillful in preventing us from obtaining the evidence necessary for their prosecution.

Evidence of infringement is being collected

[ATTACHMENT]

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as rapidly as possible under the guidance of able counsel,  
and the prosecution of infringers will proceed as vigorously  
as the evidence will justify.

Respectfully submitted,

*J. H. Steiner*  
Treasurer.

[ATTACHMENT]

BALANCE SHEET  
MOTION PICTURE PATENTS COMPANY  
JUNE 20, 1909, TO JUNE 20, 1910.

ITEM  
NO.

ASSETS

|                      |   |              |
|----------------------|---|--------------|
| 1                    | Patents and Patent Rights,  | \$106,000.00 |
| 2                    | Furniture and Equipment -<br>after deducting depreciation,                                      | 23,660.95    |
| 3                    | Stationery and Supplies,  | 840.05       |
| 4                    | Stamps, Postal Cards and Stamped<br>Envelopes,  | 455.73       |
| ACCOUNTS RECEIVABLE: |   |              |
| 5                    | Film Royalties for period June<br>20, 1909, - June 20, 1910, due<br>from Eastman Kodak Company, | 232,700.67   |
| 6                    | Film Royalties for period June<br>1, 1910, - June 20, 1910, due<br>from George Kleine,          | 1,308.81     |
| 7                    | Film Royalty on special pictures<br>due from William A. Brady,                                  | 96.25        |
| 8                    | Projecting Machine Royalties due<br>from Edison Manufacturing<br>Company,                       | 2,367.00     |
| 9                    | Projecting Machine Royalties due<br>from Pathe Freres,  | 255.00       |
| 10                   | Projecting Machine Royalties due<br>from American Moving Picture<br>Machine Company,            | 925.00       |
| 11                   | Projecting Machine Royalties due<br>from Enterprise Optical<br>Manufacturing Company,           | 680.00       |
| Carried Forward,     |   | \$369,289.46 |

[ATTACHMENT]

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ITEM  
NO.

ASSETS

|    |   |               |
|----|---|---------------|
|    | Brought Forward,  | \$369,289.46  |
| 12 | Projecting Machine Royalties due from Lubin Manufacturing Company,  | 255.00        |
| 13 | Due from Vitagraph Company of America for motion pictures not delivered by it to transportation company,                | 115.50        |
| 14 | Due from Biograph Company for motion pictures not delivered by it to transportation company,                            | 100.00        |
| 15 | Due from Kalem Company for motion pictures not delivered by it to transportation company,                               | 87.50         |
| 16 | Due from Lubin Manufacturing Company for expenses of Ohio investigation,  | 139.51        |
| 17 | Due from Licensed Manufacturers and Importers for their pro rata share of amount paid to J.W.Griggs for legal services, | 1,000.00      |
| 18 | Exhibitors' Royalties in transit from Exchanges,  | 2,440.06      |
| 19 | Due from Empire Trust Company for interest earned on deposits,  | 587.02        |
| 20 | Suspense - Money advanced to William T. Rock to be repaid by him,   | 20,000.00     |
|    | ADVANCE PAYMENTS PRO RATED:   |               |
| 21 | Rent, Light, Heat,  | 288.89        |
| 22 | Insurance and Taxes,  | 379.32        |
| 23 | Legal Services - Retainers,   | <u>694.10</u> |
|    | Carried Forward,  | \$395,376.36  |

[ATTACHMENT]

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ITEM  
NO.

ASSETS

|    |   |               |                     |
|----|---|---------------|---------------------|
|    | Brought Forward,                        | \$395,376.36  |                     |
|    | CASH:                                   |               |                     |
| 24 | On deposit with Empire Trust Company,   | 455,556.16    |                     |
| 25 | On deposit with Fourteenth Street Bank, | 794.87        |                     |
| 26 | Petty Cash,                             | <u>500.00</u> | <u>\$852,227.39</u> |

LIABILITIES

|    |   |                 |
|----|---|-----------------|
| 27 | Capital Stock,  | \$100,000.00    |
|    | ACCOUNTS PAYABLE:   |                 |
| 28 | Due Vitagraph Company of America - royalty on projecting machine patents,   | 4,101.00        |
| 29 | Due Licensed Manufacturers and Importers, 24% of Exhibitors' Royalties for period June 20, 1909, - June 20, 1910, | 131,906.54      |
| 30 | Due George Kleine - Rebate on Film Royalty for period June 20, 1909, - June 20, 1910,                             | 2,646.23        |
| 31 | Due Licensed Manufacturers and Importers - net profits derived from "Roosevelt in Africa" pictures,               | 12,318.82       |
| 32 | Due Cherry Kearton, Limited, - unpaid balance of profits derived from "Roosevelt in Africa" pictures,             | 12,365.16       |
| 33 | Current Accounts Payable,   | <u>6,616.32</u> |
|    | Carried Forward,  | \$268,954.07    |

[ATTACHMENT]

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ITEM  
NO.

LIABILITIES

|    |  |                   |                     |
|----|--|-------------------|---------------------|
|    | Brought Forward,                             | \$268,954.07      |                     |
| 34 | Exhibitors' Royalties paid in advance,       | 1,332.00          |                     |
| 35 | Reserve for unadjusted claims by Exchanges,  | 1,037.46          |                     |
| 36 | Reserve for unadjusted claims by Exhibitors, | 318.13            |                     |
| 37 | SURPLUS,                                     | <u>580,685.73</u> | <u>\$852,227.39</u> |



[ATTACHMENT]

PROFIT AND LOSS ACCOUNT  
MOTION PICTURE PATENTS COMPANY  
JUNE 20, 1909, TO JUNE 20, 1910.

| ITEM<br>NO. | EARNINGS   |                   |
|-------------|--|-------------------|
| 1           | Net Film Royalties collected<br>by Eastman Kodak Company for<br>Motion Picture Patents Company,<br>for period June 20, 1909, -<br>June 20, 1910, | \$232,700.67      |
| 2           | Net Film Royalty from George<br>Kleine, for period June 20,<br>1909, - June 20, 1910,  | 23,816.04         |
| 3           | Net Film Royalty from Gaumont<br>Company for period June 20,<br>1909, - June 20, 1910,   | <u>22.83</u>      |
|             |  | 256,539.54        |
|             | Less Adjustment of Film<br>Royalties account of William<br>A. Brady,   | <u>10.00</u>      |
|             | TOTAL NET FILM ROYALTIES,  | \$256,529.54      |
| 4           | Gross Exhibitors' Royalties,   | 549,610.60        |
|             | Less 24% payable to Licensed<br>Manufacturers and Importers<br>other than Edison Manufacturing<br>Company and Biograph Company,                  | <u>131,906.54</u> |
|             | NET EXHIBITORS' ROYALTIES,   | 417,704.06        |
| 5           | Gross Projecting Machine<br>Royalties,   | 19,535.00         |
|             | Less Royalty to Vitagraph Company<br>of America on its projecting<br>machine patents,  | <u>4,101.00</u>   |
|             | NET PROJECTING MACHINE ROYALTIES,  | <u>15,434.00</u>  |
|             | Carried Forward,   | \$689,667.60      |

[ATTACHMENT]

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ITEM  
NO.

EARNINGS

|   |                               |                     |
|---|-------------------------------|---------------------|
|   | Brought Forward,              | \$689,667.60        |
| 6 | Special payment by Exchanges, | 4,587.95            |
| 7 | Interest on bank deposits,    | <u>4,473.82</u>     |
|   |                               | <u>\$698,729.37</u> |

EXPENSES

|   |  |             |
|---|--|-------------|
| 8 | Depreciation on Furniture and Equipment at the rate of 2% per month (on cost), | \$ 7,365.28 |
|---|--|-------------|

ADMINISTRATIVE DEPARTMENT:

|    |   |                         |
|----|---|-------------------------|
| 9  | Salaries,   | \$ 21,227.25            |
| 10 | Projecting Machine Operator and Projecting Machine Supplies - cost of submitting films to Board of Censors, | 940.30                  |
| 11 | Miscellaneous expenses,   | <u>589.40</u> 22,756.95 |

INFORMATION DEPARTMENT:

|    |                                    |          |
|----|------------------------------------|----------|
| 12 | Employees' salaries,               | 8,268.48 |
| 13 | Traveling expenses,                | 1,113.69 |
| 14 | Miscellaneous expenses, \$3,824.59 |          |

Less amounts due from  
Licensed Manufacturers  
and Importers:  
Lubin Manufacturing  
Company (account  
of Lubin Film  
Service) for  
cost of Ohio  
Investigation, \$139.51  
Biograph Co. 100.00  
Kalem Co. 87.50  
Vitagraph Co. 116.50

|        |          |           |
|--------|----------|-----------|
| 442.51 | 3,382.08 | 12,764.25 |
|--------|----------|-----------|

Carried Forward,

\$ 42,886.48

[ATTACHMENT]

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| ITEM<br>NO. | EXPENSES  |               |              |
|-------------|---|---------------|--------------|
|             | Brought Forward,                                  |               | \$ 42,886.48 |
|             | ADVERTISING DEPARTMENT:                           |               |              |
| 15          | Employees' salaries,                              | \$ 99.00      |              |
| 16          | Advertising,                                      | 192.97        |              |
| 17          | Traveling expenses,                               | -----         |              |
| 18          | Miscellaneous expenses,                           | <u>30.06</u>  | 322.03       |
|             | GENERAL EXPENSES:                                 |               |              |
| 19          | Stationery and supplies,                          | 5,650.20      |              |
|             | Add Inventory of stock on hand<br>June 20, 1909,  | <u>398.80</u> |              |
|             |   | 6,049.00      |              |
|             | Less Inventory of stock on hand<br>June 20, 1910, | <u>840.05</u> | 5,208.95     |
| 20          | Printing,   | 577.54        |              |
|             | Add Inventory of stock on hand<br>June 20, 1909,  | <u>125.00</u> | 702.54       |
| 21          | Postage,  | 6,721.24      |              |
|             | Add Inventory of stock on hand<br>June 20, 1909,  | <u>135.00</u> |              |
|             |   | 6,856.24      |              |
|             | Less Inventory of stock on hand<br>June 20, 1910, | <u>455.73</u> | 6,400.51     |
| 22          | Rent, Light, Heat, - to July 1,                   | 10,400.04     |              |
|             | Add unexpired portion, June 20,<br>1909,          | <u>288.89</u> |              |
|             |   | 10,688.93     |              |
|             | Less unexpired portion, June 20,<br>1910,         | <u>288.89</u> | 10,400.04    |
|             | Carried Forward,                                  |               | \$ 65,920.55 |

[ATTACHMENT]

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| ITEM<br>NO. | EXPENSES  |                 |                     |
|-------------|---|-----------------|---------------------|
|             | Brought Forward,  |                 | \$ 65,920.55        |
| 23          | Telephone,  |                 | 735.14              |
| 24          | Telegraph,  |                 | 560.39              |
| 25          | Insurance and Taxes,  | \$ 4,059.65     |                     |
|             | Add unexpired portion June 20,<br>1909,                                     | <u>179.32</u>   |                     |
|             |   | 4,238.97        |                     |
|             | Less unexpired portion June 20,<br>1910,                                    | <u>379.32</u>   | 3,859.65            |
| 26          | Legal Services and Expenses,  | 40,450.75       |                     |
|             | Add portion of period covered<br>by retainers, unexpired<br>June 20, 1909,  | <u>1,388.20</u> |                     |
|             |   | 41,838.95       |                     |
|             | Less portion of period covered<br>by retainers, unexpired<br>June 20, 1910, | <u>694.10</u>   | 41,144.85           |
| 27          | Express charges,  |                 | 89.67               |
| 28          | Projecting Machine Plates - cost<br>of plates in stock not deducted,        |                 | 516.76              |
| 29          | Miscellaneous disbursements not<br>classified,                              |                 | 5,316.63            |
| 30          | NET PROFIT,   |                 | <u>580,585.73</u>   |
|             |   |                 | <u>\$698,729.37</u> |

[ATTACHMENT]

*Mr. Dyer's Copy*

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MOTION PICTURE PATENTS COMPANY

—  
BALANCE SHEET,  
PROFIT AND LOSS ACCOUNT  
AND  
REPORT OF TREASURER.

—  
1911.

[ATTACHMENT]

July 3, 1911.

TO THE STOCKHOLDERS OF THE  
MOTION PICTURE PATENTS COMPANY.

Dear Sirs:

The accompanying balance sheet and profit and loss statement, showing the operations of this Company during the year ended June 20, 1911, are submitted according to the requirements of Section 4 of Article VI, of its by-laws:

No additional licenses to manufacture or import motion pictures under the patents owned by this Company, were granted during the year mentioned, and none was surrendered.

The net film royalties, net exhibitors' royalties and net projecting machine royalties during the year ended June 20, 1911, amounted to \$756,872.79

The net film royalties, net exhibitors' royalties and net projecting machine royalties during the year ended June 20, 1910, amounted to \$89,667.60  
Increase, \$ 67,205.19

Although the amount of net royalties derived from the three classes of licenses granted by this Company,

[ATTACHMENT]

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was \$67,205.19 greater during the last fiscal year than during the preceding fiscal year, the net profits of the Company during the last year were \$5,240.87 less than during the preceding year.

An inspection of items Nos. 14 and 15 on page 2 of the accompanying profit and loss statement, will make clear the cause of the reduction in the net profits.

During the preceding year, the total cost of litigation amounted to \$41,144.86, while during the year ended June 30, 1911, the cost of litigation amounted to \$100,197.46.

A large portion of the cost of conducting the information department, shown by items 11 and 12 on page 2 of the accompanying profit and loss statement, is properly chargeable to legal expenses, as this department collects considerable of the information and evidence upon which litigation is based.

The cost of conducting the business of the Company during the fiscal year ended June 30, 1911, is substantially the same as during the preceding year. The small increases that have occurred are due entirely to extra work in connection with litigation.

It is expected that changes contemplated in keeping the Company's books and records, will effect a reduction in the cost of conducting the Company's business

[ATTACHMENT]

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during the year ending June 30, 1912.

It is hoped that during the current year, the manufacturers and importers licensed by this Company, can be induced to produce a larger number of subjects each week than they are now releasing, and thereby provide a much greater variety of subjects than is now available.

If this can be accomplished, it is believed that the exchanges licensed by this Company, will be able to obtain as customers, a larger number of exhibitors than they now supply with motion pictures, and that the net film royalties and net exhibitors' royalties, will thereby be considerably increased.

The net film royalties and net exhibitors' royalties would have been much greater in the past than they have been, were it not for the selfish and unfair business methods of many exchanges licensed by this Company. It has not been uncommon for exchanges to become interested in or to acquire motion picture theatres, and to supply a better selection of motion pictures to these theatres than they supply to other theatres in which they had no interest.

In other cases, exhibitors have been practically forced to pay exchanges for their supply of motion pictures, a large percentage of their gross receipts, and in this way, were made the victims of exchanges which practically became



[ATTACHMENT]

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their partners without investing any money or assuming any risk.

All branches of the business of the Company are under constant observation by its officers, for the purpose of devising means for making motion pictures more popular and more widely used, to discover new uses for them, and to correct defective and improper methods.

Respectfully submitted,

*J. P. Kennedy*  
Treasurer.

[ATTACHMENT]

BALANCE SHEET  
MOTION PICTURE PATENTS COMPANY  
JUNE 21, 1910, TO JUNE 20, 1911.

| ITEM<br>NO. | ASSETS  |              |
|-------------|---|--------------|
| 1           | Patents and Patent Rights,  | \$106,000.00 |
| 2           | Furniture and Equipment -<br>after deducting depreciation,                                      | 18,875.39    |
| 3           | Stationery and supplies,  | 1,621.69     |
| 4           | Stamps, Postal Cards and Stamped<br>Envelopes,  | 698.94       |
|             | ACCOUNTS RECEIVABLE:  |              |
| 5           | Film Royalties for period June<br>21, 1910, - June 20, 1911, due<br>from Eastman Kodak Company, | 286,634.99   |
| 6           | Film Royalties for period June<br>1, 1911, - June 20, 1911, due<br>from George Kleine,          | 899.70       |
| 7           | Film Royalty on special pictures<br>due from William A. Brady,                                  | 96.25        |
| 8           | Projecting Machine Royalties due<br>from Thomas A. Edison, Inc.,                                | 2,065.00     |
| 9           | Projecting Machine Royalties due<br>from Pathe Freres,  | 510.00       |
| 10          | Projecting Machine Royalties due<br>from American Moving Picture<br>Machine Company,            | 390.00       |
| 11          | Projecting Machine Royalties due<br>from Vitagraph Company of<br>America,                       | 4.00         |
| 12          | Projecting Machine Royalties due<br>from Selig Polyscope Company,                               | <u>90.00</u> |
|             | Carried Forward,  | \$417,885.96 |

[ATTACHMENT]

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ITEM  
NO.

ASSETS

|    |   |                 |
|----|---|-----------------|
|    | Brought Forward,  | \$417,885.96    |
| 13 | Projecting Machine Royalties due from G. K. Spoor Company,  | 200.00          |
| 14 | Projecting Machine Royalties due from Enterprise Optical Manufacturing Company,   | 1,235.00        |
| 15 | Projecting Machine Royalties due from Lubin Manufacturing Company,  | 15.00           |
| 16 | Due from Vitagraph Company of America for motion pictures not delivered by it to transportation company,  | 115.50          |
| 17 | Due from Licensed Manufacturers and Importers for their pro rata share of amounts paid to: Messrs. Kerr, Page, Cooper & Hayward and Griggs for legal services; Messrs. Johnstons and Swift, for photographic and dramatic criticisms; Messrs. McCarter & English for legal services and sundry parties for account of Jump pamphlets, | 3,329.11        |
| 18 | Due from General Film Company for its pro rata share of amount paid to McCarter & English,  | 170.88          |
| 19 | Exhibitors' Royalties in transit from Exchanges,  | 3,687.33        |
| 20 | Suspense - Money advanced for account of Yale Film Exchange, St. Louis, to be repaid by it,   | 2,000.00        |
| 21 | Suspense - Money advanced for purchase of Cines pictures, to be repaid,   | <u>3,700.00</u> |
|    | Carried Forward,  | \$432,338.78    |

[ATTACHMENT]

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| ITEM NO. | ASSETS  |                     |
|----------|---|---------------------|
|          | Brought Forward,  | \$432,338.78        |
|          | ADVANCE PAYMENTS PRO RATED:   |                     |
| 22       | Rent, Light, Heat,  | 277.78              |
| 23       | Insurance and Taxes,  | 264.43              |
| 24       | Legal Services - Retainers,   | 1,638.91            |
|          | CASH:   |                     |
| 25       | On deposit with Empire Trust Company,   | 381,914.65          |
| 26       | Petty Cash,   | <u>2,000.00</u>     |
|          |   | <u>\$818,434.55</u> |
|          | LIABILITIES   |                     |
| 27       | Capital Stock,  | \$100,000.00        |
|          | ACCOUNTS PAYABLE:   |                     |
| 28       | Due Vitagraph Company of America - Royalty on Projecting Machine Patents,   | 5,693.00            |
| 29       | Due Licensed Manufacturers and Importers, 24% of Exhibitors' Royalties for period June 21, 1910, - June 20, 1911, | 134,108.99          |
| 30       | Due George Kleine - Rebate on Film Royalty for period June 21, 1910, - June 20, 1911,                             | 2,567.70            |
| 31       | Current Accounts Payable,   | -----               |
| 32       | Exhibitors' Royalties paid in advance,  | 590.00              |
| 33       | Reserve for unadjusted claims by Exchanges,   | 130.00              |
| 34       | SURPLUS,  | <u>575,344.86</u>   |
|          |   | <u>\$818,434.55</u> |

[ATTACHMENT]

PROFIT AND LOSS ACCOUNT  
MOTION PICTURE PATENTS COMPANY  
JUNE 21, 1910, TO JUNE 20, 1911.

ITEM  
NO.

EARNINGS

|   |  |                   |                     |
|---|--|-------------------|---------------------|
| 1 | Net Film Royalties collected by Eastman Kodak Company for Motion Picture Patents Company, for period June 21, 1910, - June 20, 1911, | \$286,634.99      |                     |
| 2 | Net Film Royalty from George Kleine, for period June 21, 1910, - June 20, 1911,  | <u>23,109.34</u>  |                     |
|   | TOTAL NET FILM ROYALTIES,  | ✓ ✓               | \$309,744.33        |
| 3 | Gross Exhibitors' Royalties,   | 558,787.45        |                     |
|   | Less 24% payable to Licensed Manufacturers and Importers other than Thomas A. Edison, Inc., and Biograph Company,                    | <u>134,108.99</u> |                     |
|   | NET EXHIBITORS' ROYALTIES,   |                   | 424,678.46          |
| 4 | Gross Projecting Machine Royalties,  | 28,143.00         |                     |
|   | Less Royalty to Vitagraph Company of America on its projecting machine patents,  | <u>5,693.00</u>   |                     |
|   | NET PROJECTING MACHINE ROYALTIES,  |                   | 22,450.00           |
| 5 | Special payments by Exchanges,   |                   | 500.00              |
| 6 | Interest on bank deposits,   |                   | <u>5,328.69</u>     |
|   |  |                   | <u>\$762,701.48</u> |

[ATTACHMENT]

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| ITEM NO. | EXPENSES  |                 |              |
|----------|---|-----------------|--------------|
| 7        | Depreciation on Furniture and Equipment at the rate of 2% per month (on cost),                              |                 | \$ 8,084.40  |
|          | ADMINISTRATIVE DEPARTMENT:  |                 |              |
| 8        | Salaries,   | \$ 22,531.96    |              |
| 9        | Projecting Machine Operator and Projecting Machine Supplies - cost of submitting films to Board of Censors, | 939.00          |              |
| 10       | Miscellaneous expenses,   | <u>790.96</u>   | 24,261.92    |
|          | INFORMATION DEPARTMENT:   |                 |              |
| 11       | Employees' salaries,  | 9,814.16        |              |
| 12       | Miscellaneous expenses,   | <u>2,309.84</u> | 12,124.00    |
|          | LEGAL DEPARTMENT:   |                 |              |
| 13       | Investigations,   |                 | 6,567.40     |
| 14       | Patent Litigation,  | 86,395.59       |              |
|          | Add portion of period covered by retainers, unexpired June 21, 1910,  | <u>694.10</u>   |              |
|          |   | 87,089.69       |              |
|          | Less portion of period covered by retainers, unexpired June 20, 1911,                                       | <u>1,638.91</u> | 85,450.78    |
| 15       | General Litigation,   |                 | 14,746.68    |
| 16       | Miscellaneous expenses,   | <u>1,088.61</u> |              |
|          | Carried Forward,  |                 | \$152,423.79 |

[ATTACHMENT]

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| ITEM<br>NO. | EXPENSES  |                 |
|-------------|---|-----------------|
|             | Brought Forward,                                  | \$162,423.79    |
|             | GENERAL EXPENSE:                                  |                 |
| 17          | Stationery and Supplies,                          | \$ 5,317.46     |
|             | Add Inventory of stock on hand<br>June 21, 1910,  | <u>840.05</u>   |
|             |   | 6,157.51        |
|             | Less Inventory of stock on hand<br>June 20, 1911, | <u>1,621.69</u> |
|             |   | 4,535.82        |
| 18          | Printing,   | 714.02          |
| 19          | Postage,  | 6,943.40        |
|             | Add Inventory of stock on hand<br>June 21, 1910,  | <u>455.73</u>   |
|             |   | 7,399.13        |
|             | Less Inventory of stock on hand<br>June 20, 1911, | <u>698.94</u>   |
|             |   | 6,700.19        |
| 20          | Rent, Light, Heat, - to July 1,                   | 10,333.33       |
|             | Add unexpired portion, June 21,<br>1910,          | <u>288.69</u>   |
|             |   | 10,622.22       |
|             | Less unexpired portion, June 20,<br>1911,         | <u>277.78</u>   |
|             |   | 10,344.44       |
| 21          | Telephone,  | 712.32          |
| 22          | Telegraph,  | 700.75          |
| 23          | Insurance and Taxes,                              | 6,193.12        |
|             | Add unexpired portion June 21,<br>1910,           | <u>379.32</u>   |
|             |   | 6,572.44        |
|             | Less unexpired portion June 20,<br>1911,          | <u>264.43</u>   |
|             |   | 6,308.01        |
|             | Carried Forward,                                  | \$182,439.34    |

[ATTACHMENT]

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ITEM  
NO.

EXPENSES

|    |  |                     |
|----|--|---------------------|
|    | Brought Forward,   | \$182,439.34        |
| 24 | Advertising,   | 1,387.11            |
| 25 | Express charges,   | 118.89              |
| 26 | Projecting Machine Plates - Cost<br>of plates in stock not deducted, | 906.48              |
| 27 | Miscellaneous disbursements not<br>classified,                       | 2,504.80            |
| 28 | NET PROFIT,  | <u>575,344.86</u>   |
|    |  | <u>\$762,701.48</u> |



**Motion Picture Patents Company Records  
Eastman Kodak Company (1908-1913)**

This folder consists primarily of correspondence between the Edison Manufacturing Co. and the Eastman Kodak Co. Among the correspondents are George Eastman and Frank W. Lovejoy of Eastman Kodak and Frank L. Dyer of the Edison Manufacturing Co. Included are items relating to nonflammable film, the strength of cellulose acetate, and adjustments in projecting machines. One letter concerns production and cost methods at Eastman Kodak. Also included are several agreements involving MPPCo, the Edison Manufacturing Co., and Eastman Kodak.

Approximately 40 percent of the documents have been selected. The unselected material relates to royalties, requests for film stock, and lists of Eastman dealers. Also not selected are a few items pertaining to meetings between George Eastman and representatives of MPPCo.

[FROM FRANK L. DYER]

February 4, 1908

George Eastman, Esq.,  
Rochester, N. Y.

Dear Sir:-

On Monday morning I telegraphed you, in Mr. Edison's name, to the effect that Mr. Marvin refused to sign the license agreement that the other licensees had signed, and demanded concessions which could not be granted to him, in justice to the other licensees. Your telegram advising us that you wished to see Mr. Marvin before deciding what to do in the matter, has been received. At the time the telegram was sent you, I should have written a confirmatory letter, but failed to do so.

I saw Mr. Marvin and Mr. Kennedy on Friday afternoon, and submitted to them the form of license agreement which has already been signed by the Vitagraph Co., by Lubin, by Selig and by <sup>Melba</sup> Kalem, copy of which I have requested my office at Orange to send you tonight, and which, with certain modifications, is to be signed by Mr. Berst on behalf of Pathe Freres.

Mr. Marvin claimed that his Company was in a different position from the other licensees, because they were manufacturing a non-infringing camera. He pointed out that under the license arrangement no royalties were received under the Edison patent on the camera, but that all licensees were permitted to use as many of these cameras as were necessary for their business. I showed him that the royalties were alone derived from the patent on the film. I gathered from what Mr. Marvin said that he would expect not only to be relieved of the payment of all royalties, but would expect to receive a share in the royalties paid to Mr. Edison. Of course,

G.E.-2-

this could not be conceded for a moment, because the license agreements provide that all licensees shall be treated alike. But aside from this point, Mr. Edison would not consent to treat Mr. Marvin in any other way than the other licensees. I endeavored to point out to Mr. Marvin the desirability of the general proposition, which he conceded, and showed him that some sort of an arrangement would have to be made if the business is to be kept on a profitable and desirable basis. He was, however, absolutely fixed in his determination to receive some special concessions. I then told him that if the arrangement was ~~not~~ consummated, as I hoped it would be, he would be unable to obtain a supply of film from you, and he informed me that he was absolutely independent of the Eastman Company for his films.

It seems to me that Mr. Marvin's position in the matter is entirely unjustifiable, and if he remains fixed in his present determination, I should very much regret that any action on his part would prevent you from assisting the carrying forward of the general scheme, on which we have spent so much time.

As you know, a meeting of the Renters' Association is to be held in Buffalo on Saturday, and it is extremely desirable that we should be able to tell them at that time that the arrangement had been consummated, and had been carried into effect.

If you feel that you should see Mr. Marvin in New York, I hope this can be done before you sail.

G.E.-3-

Mr. Philip has prepared a contract between the Eastman Company and the Edison Company which I understand is satisfactory to you, and which is entirely satisfactory to us, and that contract can be executed on very short notice.

*Machine agreement*

1. AGREEMENT made this 20<sup>th</sup> day of May, 1908, by and between the EDISON MANUFACTURING COMPANY, a corporation organized under the laws of the State of New Jersey, and having a place of business at Orange, in said State, (hereinafter referred to as the "Edison Company"), party of the first part, and the EASTMAN KODAK COMPANY, a corporation organized under the laws of the State of New York, and having a place of business in the City of Rochester, in said State, (hereinafter referred to as the "Eastman Company"), party of the second part:

2. WHEREAS, the "Edison Company" represents that it is the owner of the entire right, title and interest in and to reissued Letters Patent of the United States dated September 30, 1902, No. 12,037, and dated January 12, 1904, No. 12,192, the original Letters Patent whereof were numbered 569,168 and dated August 31, 1897; and

3. WHEREAS, the "Edison Company" further represents that a number of manufacturers of motion pictures satisfactory in number and character to the "Eastman Company" have been licensed by it, in and by duly executed license agreements in writing which go into effect June 20, 1908, to manufacture and use, in the United States, its territories and possessions, (hereinafter referred to as the "territory aforesaid"), cameras or apparatus embodying the inventions of said reissued Letters Patent No. 12,037, and to manufacture, print, produce and sell, in the "territory aforesaid",

positive motion pictures embodying the invention of said reissued Letters Patent No. 12,192, and that it may hereafter have other licensees under said Letters Patent or either of them, (said licensees which it now has or may hereafter have under said reissued Letters Patent being referred to hereinafter, for brevity, as the "Edison Licensees aforesaid"); and

4. WHEREAS, the "Edison Company" further represents that, in and by the license agreements aforesaid, the licensees named therein and also the "Edison Company", are each obligated to use exclusively, in the manufacture, in the "territory aforesaid", of motion pictures, both negative and positive, sensitized film of the present standard width of one inch and three-eighths of an inch (1-3/8 in.) or thirty-five (35) millimeters or narrower, designated in said agreements as "Licensed Film", manufactured and sold by a film manufacturer or manufacturers under an agreement in writing with the "Edison Company", each of said license agreements further providing for the collection from the licensee named therein, by such manufacturer or manufacturers, of the following royalty or royalties for such "Licensed Film" of a width approximately one inch and three-eighths of an inch (1-3/8 in.) purchased by said licensee during any year during the continuance of the license agreement, counting from June 20, 1908, when the license agreement takes effect, that is to say:- If the shipments of such "Licensed Film" to the licensee, on the orders of such licensee, for any such year, be four million running

feet or less, a royalty of one-half ( $1/2$ ) cent per running foot on the total number of running feet for that year; if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed four million running feet but do not exceed six million running feet, a royalty of four and one-half ( $4-1/2$ ) mills per running foot on the total number of running feet for that year; if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed six million running feet but do not exceed eight million running feet, a royalty of four (4) mills per running foot on the total number of running feet for that year; if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed eight million running feet but do not exceed ten million running feet, a royalty of three and three-quarter ( $3-3/4$ ) mills per running foot for the total number of running feet for that year; and if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed ten million running feet, a royalty of three and one-quarter ( $3-1/4$ ) mills per running foot for the total number of running feet for that year. And for "Licensed Film" narrower than approximately one inch and three-eighths of an inch ( $1-3/8$  in.), the above mentioned royalties shall be reduced in proportion to the reduction in width of such narrower "Licensed Film" below the width of such "Licensed Film" of approximately one inch and three-eighths of an inch ( $1-3/8$  in.); and

5. WHEREAS, the "Eastman Company" represents that

it has heretofore manufactured by secret processes and embodying secret compositions and patented invention at said City of Rochester, State of New York, sensitized film (having a nitrocellulose base) suitable for use in the commercial manufacture, printing and production of negative and positive motion pictures, and has sold the same in the "territory aforesaid" and in foreign countries, the "Edison Company" being one of its customers therefor, and has special facilities for the manufacture of such film; and

6. WHEREAS, the "Edison Company", not being a manufacturer of sensitized film suitable for use in the manufacture, printing or production of motion pictures, is desirous of availing itself of the manufacturing facilities therefor of the "Eastman Company", by having it manufacture "Licensed Film" aforesaid (having a nitrocellulose base), by its present secret processes and embodying its present secret compositions and patented invention and supply such film to it (said "Edison Company") and the "Edison Licensees aforesaid", and is also desirous of having the "Eastman Company" collect from the latter, for payment to it (said "Edison Company"), the royalties referred to in Paragraph 4 of this agreement, and to collect from the other persons, firms and corporations, as provided for in Paragraph 11, for payment to the "Edison Company", the royalties provided for in Paragraph 15;



NOW THEREFORE, the parties hereto, for and in consideration of the sum of one dollar to each paid by the other, the receipt of which is hereby acknowledged, and for other good and valuable considerations from each to the other moving, including the covenants and agreements hereinafter entered into by them, do covenant and agree as follows:-

7. The "Edison Company" hereby grants to the "Eastman Company", and the latter accepts, for the term and subject to the covenants, conditions and stipulations hereinafter expressed, the sole and exclusive right and authority, for the "territory aforesaid", to manufacture the "Licensed Film" aforesaid, and also other such sensitized film suitable for the production commercially of positive and negative motion pictures, and sell such "Licensed Film" to the "Edison Licensees aforesaid", and the "Edison Company"; and such other film to other persons, firms and corporations as provided for in Paragraph 11, the right and authority hereby granted to the "Eastman Company" being sole and exclusive, even as to the "Edison Company", in the "territory aforesaid", but, except as hereinafter provided, strictly limited to the manufacture of such "Licensed Film" and such other film and the sale of such "Licensed Film" to the "Edison Licensees aforesaid" and the "Edison Company", and the sale of such other film to said other persons, firms and corporations, and not including any right, to the "Eastman Company" to manufacture, use or sell, in the "territory aforesaid", motion picture cameras embodying any invention

covered by said reissued Letters Patent No. 12,037, except that the "Eastman Company" may and is hereby given the right to use such motion picture cameras, as it may desire for its own purposes, including film testing; and it being further provided that the right and authority hereby granted is personal to, and non-assignable or otherwise transferrable in whole or in part by the "Eastman Company", which shall have no right to delegate any part thereof, or grant any rights or privileges whatsoever thereunder or under either of said Letters Patent numbered 12,037 and 12,192, to any person, firm or corporation, unless the "Eastman Company" should dispose of its entire motion picture film business to a single purchaser, in which case it may assign the right and authority hereby granted to it, together with all its rights under this agreement, to such purchaser, who shall then and thereafter be recognized and dealt with by the "Edison Company" as the successor of the "Eastman Company" in the ownership of said right and authority and all other rights of the "Eastman Company" under this agreement and be entitled to all the benefits and privileges thereof; but before such purchaser shall be recognized as such assignee and successor of the "Eastman Company", said purchaser shall first agree in writing to accept, act under, and perform the covenants, stipulations and conditions of this agreement.

8. The "Edison Company" covenants and agrees to promptly notify the "Eastman Company" of the names and ad-

dresses of all the "Edison Licensees aforesaid" to whom it has granted or may hereafter grant licenses under said re-issued Letters Patent numbered 12,037 and 12,192, and of the dates when their license agreements take effect, in order that the "Eastman Company" may be advised as to whom it is to sell the "Licensed Film" aforesaid, and also be able to compute the royalty referred to in Paragraph 4, and also covenants and agrees to promptly notify the "Eastman Company" of the revocation, cancellation or termination otherwise of any license agreements with the "Edison Licensees aforesaid" so that the "Eastman Company" may know that such license agreements have been terminated and discontinue the sale of such "Licensed Film" to the persons, firms or corporations named therein; it being understood that when any such license is so terminated, the licensee named therein shall cease to be one of the "Edison Licensees aforesaid" and that the "Eastman Company" shall, immediately upon being so notified of the fact, discontinue the sale of such "Licensed Film" to such licensee.

9. The "Edison Company" further authorizes and empowers the "Eastman Company" to charge to and collect from each of the "Edison Licensees aforesaid" to whom the "Eastman Company" supplies such "Licensed Film" and pay over to it (the "Edison Company"), in the manner hereinbefore provided for, the royalties referred to in Paragraph 4 of this agreement.

10. The "Edison Company", for itself, its successors,

assigns and legal representatives, hereby releases, acquits and discharges the "Eastman Company" from any and all claims, demands and liability for profits and damages because of any infringement by the "Eastman Company" of said reissued Letters Patent numbered 12,037 and 12,192, or either of them, or use of the inventions covered thereby, prior to the 20<sup>th</sup> day of June, 1908.

11. The "Eastman Company" covenants and agrees that during the continuance of this agreement it will fill all orders for the "Licensed Film" aforesaid (having a nitro-cellulose base) received by it from the "Edison Company" and the "Edison Licensees aforesaid" with reasonable diligence and at the prices hereinafter provided for, if it is satisfied that they are and will be able to pay for the same, and will manufacture all such "Licensed Film" (having a nitrocellulose base) by its present secret processes and will embody therein its present secret compositions and patented invention, and that it will not, after the 20<sup>th</sup> day of June, 1908, and during the continuance of this agreement, knowingly furnish or sell, in the "territory aforesaid", except for export, as hereinafter provided for, such sensitized film for the commercial production of negative and positive motion pictures to anyone but the "Edison Company" and the "Edison Licensees aforesaid", except to the extent of two and one-half (2-1/2) per cent of the total amount of such "Licensed Film" supplied to the "Edison Company" and the "Edison Licensees aforesaid" during any

one year of the continuance of this agreement, which amount of a width approximately one inch and three-eighths of an inch (1-3/8 in.) the "Eastman Company" (by and with the consent and authority of the "Edison Company" which it hereby grants) reserves the right to furnish or supply to persons not engaged in the business of manufacturing, selling, loaning, renting out or otherwise disposing of or dealing in motion pictures in the "territory aforesaid"; and with the further exception that the "Eastman Company" (by and with the consent and authority of the "Edison Company", which it hereby grants) reserves the right to manufacture and sell such sensitized film suitable for the commercial production of negative and positive motion pictures of a width not to exceed approximately three-quarters of an inch (3/4 in.) in the "territory aforesaid" to persons, firms and corporations engaged in the business of manufacturing, selling, loaning, renting out or otherwise disposing of or dealing in motion pictures in the "territory aforesaid"; and with the further express exception that the "Eastman Company" (by and with the consent and authority of the "Edison Company", which it hereby grants) reserves the right to manufacture and sell in the "territory aforesaid", such sensitized film suitable for the commercial production of negative and positive motion pictures of any width to persons, firms and corporations (not "Edison Licensees aforesaid") now having an established business of manufacturing motion pictures in any

country foreign to the United States (hereinafter, for brevity, called "foreign manufacturers"), who now manufacture negative or positive motion pictures in the United States, or who may, after the date of this agreement, commence the manufacture of negative and positive motion pictures in the United States, and to sell such sensitized film to the American Mutoscope and Biograph Company, a corporation organized under the laws of the State of New Jersey, and having an office in the City, County and State of New York, its successors and assigns, of any width the latter may desire such sensitized film.

12. The "Eastman Company" further covenants and agrees that it will mark conspicuously on each box or package containing such "Licensed Film" supplied by it to the "Edison Company" and the "Edison Licensees aforesaid", the following words and figures:- "Licensed Film. Licensed for use only by licensees under Letters Patent of the United States to Thomas A. Edison, reissued September 30, 1902 and January 12, 1904; original Letters Patent dated August 31, 1897."

13. It is mutually covenanted and agreed that the maximum prices to be charged by the "Eastman Company" to the "Edison Licensees aforesaid" during the continuance of this agreement, shall be three cents net per running foot for non-perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch (1-3/8 in.) or less in width, and three and one-quarter

(3-1/4) cents net per running foot for perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch (1-3/8 in.) or less in width, plus the royalties referred to in Paragraph 4 of this agreement, which are to be charged to the "Edison Licensees aforesaid"; it being further covenanted and agreed, however, that the "Eastman Company" may reduce these prices of three (3) cents and three and one-quarter (3-1/4) cents, respectively, if it should consider it commercially necessary, or desirable to do so, but in no case shall it reduce the aforesaid royalties to be charged and collected by it from the "Edison Licensees aforesaid" for the "Edison Company" without the consent of the latter.

14. It is further mutually covenanted and agreed that the royalties referred to in Paragraph 4 of this agreement shall not be charged by the "Eastman Company" to the "Edison Company", but that the maximum prices to be charged by the "Eastman Company" to the "Edison Company" shall be three (3) cents net per running foot for non-perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch (1-3/8 in.) or less in width, and three and one-quarter (3-1/4) cents net per running foot for perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch (1-3/8 in.) or less in width; provided, however, that if the "Eastman Company" should reduce its prices to the "Edison Licensees aforesaid", as provided

for in Paragraph 13, it shall make a corresponding reduction in the prices charged by it to the "Edison Company" for such non-perforated and perforated "Licensed Film".

15. It is further mutually covenanted and agreed that no royalty shall be charged to or collected from the said American Mutoscope and Biograph Company on sensitized film sold to it by the "Eastman Company", but that on each sale of "Licensed Film" to the "Edison Licensees aforesaid", the "Eastman Company" shall, in the first instance, that is to say, when such "Licensed Film" approximately one inch and three-eighths of an inch (1-3/8 in.) in width, is billed and shipped by it, charge the licensees with its price of three (3) cents or three and one-quarter (3-1/4) cents, as the case may be, per running foot, plus the maximum royalty of five (5) mills per foot, referred to in Paragraph 4 of this agreement, and on the expiration of each year, counted as stated in said Paragraph 4, shall adjust the royalty account of each licensee as to "Licensed Film" so billed and shipped to them and paid for by them, according to the royalty schedule set forth in said Paragraph 4, returning to the licensee any amount such licensee may have overpaid, according to said schedule, and paying the balance to the "Edison Company"; and that on each sale of the other film of a width approximately one inch and three eighths of an inch (1-3/8 in.) to the amount of two and one-half per cent (2-1/2%) of the total amount of "Licensed Film" supplied to the "Edison Company" and the "Edison



Licensees aforesaid" during any one year of the continuance of this agreement, as provided for in Paragraph 11, a royalty of one-half ( $1/2$ ) cent per running foot, and which royalty the "Eastman Company" is to pay to the "Edison Company" on such film sold by it which is paid for by the purchaser thereof; and on each sale of the said other film which is not to exceed approximately three-quarters of an inch ( $3/4$  in.) in width, as provided for in Paragraph 11, the "Eastman Company" shall include in the price charged for such film to the purchaser thereof a royalty amounting to such proportion of one-half ( $1/2$ ) cent per running foot as the width of such film bears to the film approximately one and three-eighths inch ( $1-3/8$  in.) in width and which royalty the "Eastman Company" is to pay to the "Edison Company" on such film sold by it which is paid for by the purchaser thereof; such adjustment and payments to the Licensee and the "Edison Company" to be made by the "Eastman Company" within thirty days after the expiration of each such year, provided, however, that if, at the time such payment of royalties is due from the "Eastman Company" to the "Edison Company" the latter should be indebted to the former for "Licensed Film" or other supplies purchased from or furnished by the "Eastman Company" to the "Edison Company", the royalties then in the possession of the "Eastman Company" shall be applied by it on account of such indebtedness, the balance, if any, remaining over such indebtedness, to be paid by the "Eastman Company" to the "Edison Company".

It is further mutually covenanted and agreed that in case any "foreign manufacturer" aforesaid has heretofore established or shall hereafter establish the business of manufacturing and selling positive or negative motion pictures in the United States, and shall be licensed by the "Edison Company" under the aforesaid two reissued Letters Patent in and by duly executed license agreements in writing the same in all substantial respects as the license agreements referred to in Paragraph 3, then and from the time such license agreements go into effect, and the said "Eastman Company" is duly notified thereof in writing by the "Edison Company", the "Eastman Company" shall charge to and collect from them the royalties referred to in Paragraph 4 of this agreement and pay the same to the "Edison Company" in the same manner as that provided for in this paragraph respecting the charging to and collecting from the "Edison Licensees aforesaid" of the royalties upon "Licensed Film" and paying the same to the "Edison Company". But no royalty shall be charged to or collected from any such "foreign manufacturers" for sensitized film sold to them by the "Eastman Company" unless and until they have been licensed by the "Edison Company" and the "Eastman Company" notified thereof as aforesaid.

16. The "Eastman Company" further covenants and agrees that it will keep an accurate account of all "Licensed Film" supplied by it to the "Edison Licensees aforesaid", and other film supplied to the other persons, firms

and corporations as provided for in Paragraphs 11 and 15, (with the exception of the sensitized film supplied to the American Mutoscope and Biograph Company and to the "foreign manufacturers" unless and until such "foreign manufacturers" are licensed by the "Edison Company" and the "Eastman Company" is duly notified thereof, as provided for in Paragraph 15), with the names and addresses of the purchasers and the date and amount of each purchase, and that with each yearly payment of royalty as hereinbefore provided for, it will furnish the "Edison Company" with a statement in writing, verified by an officer of the "Eastman Company" having knowledge of the facts therein set forth, if the "Edison Company" shall so request, showing the total amount in running feet, of such "Licensed Film" and other film (with the exceptions aforesaid) shipped by it to all the "Edison Licensees aforesaid" and such other persons, firms and corporations and paid for by them during the preceding year; but it is further mutually covenanted and agreed that the dealings between the "Eastman Company" and each of the "Edison Licensees aforesaid", and such other persons, firms and corporations as aforesaid, shall, insofar as the number of running feet or anything that would tend to indicate or disclose the number of running feet ordered by or shipped to them, is concerned, be a matter of confidence, even to the exclusion of the "Edison Company", between such licensees and such other person, firm and corporation as aforesaid and the "Eastman Company", and the latter shall not be at liberty to disclose, directly or indirectly, to

the "Edison Company", or to any of the "Edison Licensees aforesaid" the number of such running feet of "Licensed Film" and such other film as aforesaid so ordered by or shipped to any of the "Edison Licensees aforesaid" or such other persons, firms and corporations as provided for in Paragraphs 11 and 15; and it is therefore further mutually covenanted and agreed that all statements and payments of royalty from the "Eastman Company" to the "Edison Company" shall be in gross, as to all of the "Edison Licensees aforesaid", and such other persons, firms and corporations, without specifying the number of running feet of "Licensed Film" or such other film so shipped to and paid for by any of them, either by a statement of the number of running feet or the amount of royalties charged to and collected from any of them for or on account thereof.

17. It is further mutually covenanted and agreed, however, that if, notwithstanding the statements made by the "Eastman Company" to the "Edison Company", the latter should be desirous of satisfying itself by having an examination made of the books of account of the "Eastman Company" as to the accuracy of the statements so made to it by the "Eastman Company", it may have such examination made of the books of account of the "Eastman Company", (so far as the same may relate to the sale by it of "Licensed Film" to the "Edison Licensees aforesaid", and such other film, (with the exceptions hereinbefore provided for) to other persons, firms and corporations as provided for in Para-

graphs 11 and 15, than the "Edison Licensees aforesaid") by the public accountants, Price, Waterhouse & Co., of New York, N. Y., or any other public accountants that may hereafter be agreed upon by the "Edison Company" and the "Eastman Company".

18. It is further mutually covenanted and agreed that nothing herein contained shall interfere with or prevent the manufacture, sale or shipment by the "Eastman Company" of sensitized film suitable for the commercial production of negative or positive motion pictures, for export, without the payment of any royalty or other consideration therefor to the "Edison Company", when such film, addressed to the foreign purchaser, agent or consignee is delivered to a vessel or to a transportation company for transportation to a foreign country, and not otherwise. The "Eastman Company" covenants and agrees that it will use all reasonable efforts to prevent the reimportation of any such film sold for export, into the United States in an unexposed condition, and will not sell any such film for export for the purpose of reimporting it into the United States in an unexposed condition.

19. It is further mutually covenanted and agreed by and between the parties hereto that this agreement shall take effect on June 20<sup>th</sup>, 1908, and unless sooner terminated as hereinafter provided, shall continue until the expiration on August 31, 1914, of the aforesaid reissued Letters Patent numbered 12,037 and 12,192; it being pro-

vided, however, that either party hereto shall have the right at any time to terminate this agreement by giving sixty (60) days notice in writing to the other party of its election so to do. Such termination of this agreement, however, shall not prejudice either party in the recovery of damages because of any breach, violation or non-performance thereof by the other.

20. It is further mutually covenanted and agreed that after notice of termination of this agreement by either party, as provided for in Paragraph 19, and after it is terminated, no matter what the cause or manner of termination may be, neither this agreement, nor the fact that the "Eastman Company" has entered into or acted under it shall be used in any manner, directly or indirectly, by or for the "Edison Company", its successors, assigns or legal representatives, or by or for others with its or their consent or permission, against the "Eastman Company", or its successors or legal representatives, in any litigation, controversy or proceeding involving it or them or any other persons, firms or corporations, or in any other way, - it being understood and agreed that upon such termination the positions and rights of the "Edison Company" and the "Eastman Company" shall be the same as if this agreement had not been made; provided, however, that the rights of neither party shall be prejudiced by such termination in the recovery of damages for any breach or other violation of this agreement by the other occurring prior

to such termination.

21. It is further mutually covenanted and agreed that all notices provided for in this agreement shall be in writing and shall be given by delivering the same to an officer of the "Edison Company" or the "Eastman Company", as the case may be, or by depositing such notice, postage prepaid, in any Post Office of the United States in a sealed envelope directed to the "Edison Company" or the "Eastman Company", as the case may be, at its last known Post Office address, to be forwarded by registered mail.

22. It is mutually covenanted and agreed that this agreement shall bind and inure to the benefit of the "Edison Company", its successors, assigns, and legal representatives, and the "Eastman Company" and its successors as defined in Paragraph 7 of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officers duly authorized to perform these acts, the day and year first above written.

*Edison Company*  
By *Ed Eastman*  
*T. Meier*

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Agreement of  
January 12, 1909,  
between

Eastman Kodak  
Co. & Edison  
Manufacturing Company  
and  
Motion Picture  
Patents Company

Jan. 1 - 1909

Mr. Scull says  
this has been cancelled  
Eastman does not now  
collect royalties.  
JES  
8/3/11



1. AGREEMENT made this *first* day  
of *January*, 1907, by and between MOTION PICTURE PAT-  
ENTS COMPANY, a corporation organized and existing under  
the laws of the State of New Jersey and having an office  
at Jersey City, in said State, party of the first part  
(hereinafter referred to as the PATENTS COMPANY); the EDI-  
SON MANUFACTURING COMPANY, a corporation organized and ex-  
isting under the laws of the State of New Jersey and having  
an office at Orange, in said State, party of the second  
part (hereinafter referred to as the EDISON COMPANY), and  
the EASTMAN KODAK COMPANY, a corporation organized and ex-  
isting under the laws of the State of New York and having  
a place of business at the City of Rochester, in said State,  
party of the third part (hereinafter referred to as the  
EASTMAN COMPANY), WITNESSETH: -

2. WHEREAS, the Patents Company represents that it  
is organized to own, deal in and grant licenses under let-  
ters patent pertaining to the motion picture art, and that  
it is the owner of all the right, title and interest in  
and to United States Letters Patent -

No. 578,185, dated March 2, 1897, for Vitascope, granted  
Thomas Armat;  
No. 580,749, dated April 13, 1897, for Vitascope, granted  
Thomas Armat;  
No. 586,953, dated July 20, 1897, for Phantoscope, granted  
Charles F. Jenkins and Thomas Armat;  
No. 588,916, dated August 24, 1897, for Kinetoscope, grant-  
ed Charles M. Campbell as assignee of Willard  
G. Steward and Killis F. Frost;  
No. 629,063, dated July 18, 1899, for Kinetoscopic Camera,  
granted American Mutoscope Company as assignee  
of Herman Casler;

- No. 673,329, dated April 30, 1901, for Kinetoscope, granted The American Vitagraph Company as assignee of Albert E. Smith;
- No. 673,992, dated May 14, 1901, for Vitascope, granted Thomas Armat;
- No. 707,934, dated August 26, 1902, for Projecting Kinetoscope, granted E. & H. T. Anthony as assignees of Woodville Latham;
- No. 722,382, dated March 10, 1903, for Animated Picture Apparatus, granted to American Mutoscope & Biograph Company as assignee of John A. Fross;
- No. 744,251, dated November 17, 1903, for Kinetoscope, granted Albert E. Smith;
- No. 770,937, dated September 27, 1904, for Kinetoscope, granted The Vitagraph Company of America as assignee of Albert E. Smith;
- No. 771,280, dated October 4, 1904, for Winding Reel, granted Albert E. Smith;
- No. 785,205, dated March 21, 1905, for Flame-Shield for Kinetoscopes, granted The Vitagraph Company of America as assignee of William Ellwood, and
- No. 785,237, dated March 21, 1905, for Film-Holder for Kinetoscopes, granted The Vitagraph Company of America as assignee of Albert E. Smith;

all of which said letters patent relate to improvements in the motion picture art, and that there are no outstanding licenses, shop rights, or other rights under said letters patent, or either of them, except a license for Parlor Kinetoscopes under letters patent Nos. 578,185, 580,749, 586,953, and 673,992, and certain alleged licenses under U. S. letters patent No. 586,953, which are in dispute, and excepting a license granted by the American Mutoscope & Biograph Company to the firm of Marvin and Casler to manufacture and sell cameras and exhibiting or projecting machines under letters patent owned by it (some of which are hereinbefore referred to) for use in foreign countries only, and excepting certain licenses granted by the Armat Motion Picture Company to the American Mutoscope & Biograph Company under letters patent Nos. 578,185, 580,749, 586,953, 588,-

916 and 673,992, and by the latter Company to the former Company under letters patent Nos. 707,934 and 722,382, which licenses, however, are by agreement between said parties, suspended and are not to be acted upon until the Patents Company becomes bankrupt, ceases doing business or shall be dissolved, voluntarily or otherwise, or its Charter shall be repealed; and

3. WHEREAS, the Patents Company further represents that it is the owner of all the right, title and interest in and to reissued letters patent of the United States No. 12,037, dated September 30, 1902, and No. 12,192, dated January 12, 1904, the original letters patent whereof are No. 589,168 and dated August 31, 1897, and that there are no outstanding licenses, shop rights or other rights under said reissued letters patent, or either of them, except license agreements thereunder between the Edison Company and Pathe Freres, a corporation organized and existing under the laws of the State of New Jersey and having an office at Jersey City, in said State, dated May 20, 1908, (which went into effect June 20, 1908), and between the Edison Company and the Kalem Company, of New York, the Essanay Company, of Chicago, Illinois; Siegmund Lubin, of Philadelphia, Pennsylvania; George Melles Company, of said Chicago; the Selig Polyscope Company, of said Chicago, and The Vitagraph Company of America, of New York, all dated January 31, 1908; and

4. WHEREAS, the Patents Company further represents

that it has licensed each of the parties to the license agreements mentioned in Paragraph 3, including the Edison Company, (with the exception of said George Melies Company) and also the American Mutoscope & Biograph Company, of New York, and George Kleine, of Chicago, Illinois, by agreements in writing to take effect January 1st, 1909, to manufacture and use in the United States, its territories and possessions (hereinafter referred to as the "territory aforesaid") cameras or apparatus embodying the inventions of said reissued letters patent No. 12,037 and letters patent Nos. 629,063 and 707,934, and to manufacture, print and produce positive motion pictures embodying the inventions of said reissued letters patent No. 12,192, and to lease the same in the United States, its territories, dependencies and possessions (with the exception of its insular possessions and Alaska, therein referred to as the "lease territory", on film of a greater width than approximately one (1) inch, upon condition that they be used solely in exhibiting or projecting machines licensed by the Patents Company for the use of which a royalty or rent is paid by the user thereof while in use containing the inventions, or some of them, of said letters patent Nos. 578,185, 580,749, 586,953, 588,916, 673,329, 673,992, 722,934, 722,382, 744,251, 770,937, 771,280, 785,205, and 785,237, and to sell positive motion pictures containing the inventions of said reissued letters patent number 12,192, on film of a width approximately one (1) inch or less in said "lease territory", and on film of any width in and for said insular possessions and Alaska and foreign countries,

all of which license agreements are upon substantially the same terms and conditions, except that the Edison Company is not to pay any royalties to the Patents Company, and except that George Kleine is prevented from manufacturing negative motion pictures in the "territory aforesaid" and from manufacturing from imported negative motion pictures, positive motion pictures, and importing in all more positive motion pictures than a certain number of thousand feet per week; and that the Patents Company may hereafter have other licensees (said licensees which it now has or may hereafter have being referred to hereinafter, for brevity, as the "Patents Company licensees"); and that in case the Patents Company should become bankrupt, cease doing business or should be dissolved, voluntarily or otherwise, or its Charter should be repealed, then, on the happening of either of such events, the Patents Company is to forthwith assign to the Edison Company, its successors and assigns, the entire right, title and interest in and to said reissued letters patent Nos. 12,037 and 12,192, and the inventions therein set forth, together with all claims and demands, both at law and in equity, for infringement of said reissued letters patent, or either of them, and also on the happening of either of such events, all of the said license agreements hereinbefore referred to in this paragraph are to forthwith terminate and be at an end; and that the license agreements of the parties referred to in Paragraph 3 have been suspended, except that any one of them is to

terminate on the termination of the hereinbefore mentioned agreement between the same party as licensee and the Patents Company, before the happening of either of such events, and forthwith and simultaneously with the happening of either of such events (if before August 31, 1914), all of said license agreements referred to in Paragraph 3, that have not been so terminated, shall be and become of full force and effect, subject to continuation and termination thereof as therein provided; and

5. WHEREAS, the Patents Company further represents that in and by the license agreements aforesaid with it, the licensees named therein are entitled to receive from the Patents Company a share of twenty-four (24) per cent of the annual gross royalties or rents collected by or paid to the Patents Company for the use of all exhibiting or projecting machines containing any of the inventions described and claimed in the letters patent referred to in Paragraph 4; which twenty-four (24) per cent of said annual gross royalties or rents shall be paid to the Eastman Company and the shares thereof to which said licensees are entitled shall be apportioned to and paid to such licensees by the Eastman Company as hereinafter provided; and

6. WHEREAS, the Patents Company further represents that in and by the license agreements aforesaid with it the licensees named therein are each obligated to use exclusively in the manufacture, in the "territory aforesaid",

of motion pictures made on translucent or transparent sensitized film, designated in said agreements as "Licensed Film" manufactured and sold by a film manufacturer or manufacturers under an agreement in writing with the Patents Company; each of said license agreements further providing for the collection from the licensee named therein by such manufacturer or manufacturers of the following royalty or royalties for such "Licensed Film" of a width approximately one inch and three-eighths of an inch (1-3/8 in.) purchased by said licensee during the year preceding June 20th, 1909, and during any year, counting from June 20th, 1909, during the continuance of the license agreement, and up to August 31, 1914, that is to say:- If such shipments of such "Licensed Film" to the licensee, on the orders of such licensee, for any such year, be four million running feet or less, a royalty of one-half (1/2) cent per running foot on the total number of running feet for that year; if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed four million running feet, but do not exceed six million running feet, a royalty of four and one-half (4-1/2) mills per running foot on the total number of running feet for that year; if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed six million running feet, but do not exceed eight million running feet, a royalty of four (4) mills per running foot on the total number of running feet for that year; if such

shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed eight million running feet but do not exceed ten million running feet, a royalty of three and three-quarter ( $3\frac{3}{4}$ ) mills per running foot on the total number of running feet for that year; and if such shipments, on the orders of such licensee, of such "Licensed Film", for any such year, exceed ten million running feet, a royalty of three and one-quarter ( $3\frac{1}{4}$ ) mills per running foot for the total number of running feet for that year. And for "Licensed Film" narrower than wider than approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) or thirty-five (35) millimeters, the above mentioned royalties shall be reduced or increased in proportion to the reduction or increase in width of such narrower or wider "Licensed Film" below or above the width of such "Licensed Film" of a width of approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.); and

7. WHEREAS, the Eastman Company represents that it has heretofore manufactured by secret processes and embodying secret compositions and patented invention at said City of Rochester, State of New York, sensitized translucent or transparent film (having a nitrocellulose base) suitable for use in the commercial manufacture, printing and production of negative and positive motion pictures, and has sold the same in the "territory aforesaid" and in foreign countries, the parties to the license agreements mentioned in Paragraph 3 having been some of its customers



therefor, and that it has special facilities for the manufacture of such film; and

8. WHEREAS, the Edison Company, not being a manufacturer of translucent or transparent sensitized film suitable for use in the manufacture, printing or production of motion pictures, entered into two agreements in writing with the Eastman Company bearing date on or about the 20th day of May, 1908, respecting the manufacture of such film, and the supplying of the same to said Edison Company and to the licensees of the license agreements with the Edison Company mentioned in said Paragraph 3, and the collecting from such parties and the payment by it to the Edison Company of certain royalties upon such film; and

9. WHEREAS, the Edison Company and the Eastman Company are desirous of terminating and cancelling said two agreements in writing, and the Patents Company not being a manufacturer of translucent or transparent sensitized film suitable for use in the manufacture, printing or production of motion pictures, is desirous of availing itself of the manufacturing facilities therefor of the Eastman Company by having it manufacture such film (having a nitro-cellulose base) by its present secret processes and embodying its present secret compositions and patented invention and supply such film to the "Patents Company licensees", and is also desirous of having the Eastman Company collect from the latter, for payment to the Patents Company, the

royalties referred to in Paragraph 4 of this agreement, and to collect from the other persons, firms and corporations, as provided for in Paragraph 14, for payment to the Patents Company, the royalties provided for in Paragraph 17:

NOW THEREFORE, the parties hereto, for and in consideration of the sum of one dollar to each paid by the other, the receipt of which is hereby acknowledged, and for other good and valuable considerations from each to the other moving, including the covenants and agreements hereinafter entered into by them, do covenant and agree as follows:-

10. The Patents Company hereby grants to the Eastman Company, and the latter accepts, for the term and subject to the covenants, conditions and stipulations herein after expressed, the sole and exclusive right and authority, for the "territory aforesaid", to manufacture the "Licensed Film" aforesaid, and also such other translucent or transparent sensitized film suitable for the production commercially of positive and negative motion pictures, and sell such "Licensed Film" to the "Patents Company licensees", and such other film to other persons, firms and corporations as provided for in Paragraph 14, the right and authority hereby granted to the Eastman Company being sole and exclusive, even as to the Patents Company, in the "territory aforesaid", but, except as hereinafter provided, strictly limited to the manufacture of such "Licensed Film" and

such other film and the sale of such "Licensed Film" to the "Patents Company licensees", and the sale of such other film to said other persons, firms and corporations, and not including any right to the Eastman Company to manufacture, use or sell, in the "territory aforesaid", motion picture cameras embodying any invention covered by said reissued patent No. 12,037 and said letters patent Nos. 629,063 and 707,934, except that the Eastman Company may and is hereby given the right to use such motion picture cameras as it may desire for its own use, including film testing; and it being further provided that the right and authority hereby granted is personal to, and not assignable or otherwise transferrable, in whole or in part, by the Eastman Company, which shall have no right to delegate any part thereof, or grant any right or privilege whatsoever thereunder or under either of said reissued letters patent No. 12,037 and 12,192, and letters patent Nos. 629,063 and 707,923, to any person, firm or corporation, unless the said Eastman Company should dispose of its entire motion picture film business to a single purchaser, in which case it may assign the right and authority hereby granted to it, together with all its rights under this agreement, to such purchaser, who shall then and thereafter be recognized and dealt with by the Patents Company as the successor of the Eastman Company in the ownership of said right and authority and all other rights of the Eastman Company under this agreement and be entitled to all the benefits and privileges thereof; but before any such purchaser shall be recognized

as such assignee and successor of the Eastman Company, said purchaser shall first agree in writing to accept, act under, and perform the covenants, stipulations and conditions of this agreement.

11. The Patents Company covenants and agrees to promptly notify the Eastman Company of the names and addresses of all the "Patents Company licensees" to whom it has granted or may hereafter grant licenses, and of the dates when their license agreements take effect, in order that the Eastman Company may be advised as to whom it is to sell the "Licensed Film" aforesaid, and also be able to compute the royalty referred to in Paragraph 6, and also covenants and agrees to promptly notify the Eastman Company of the revocation, cancellation or termination otherwise of any license agreements with the "Patents Company licensees" so that the Eastman Company may know that such license agreements have been terminated and discontinue the sale of such "Licensed Film" to such persons, firms and corporations named therein; it being understood that when any such license is so terminated, the licensee named therein shall cease to be one of the "Patents Company licensees" and that the Eastman Company shall, immediately upon being so notified of the fact, discontinue the sale of such "Licensed Film" to such licensees.

12. The Patents Company further authorizes and empowers the Eastman Company to charge to and collect from each of the "Patents Company licensees" to whom the Eastman

Company supplies such "Licensed Film", and pay over to it (said Patents Company), in the manner hereinafter provided for, the royalties referred to in Paragraph 6 of this agreement.

13. The Patents Company, for itself, its successors, assigns and legal representatives, hereby releases, acquits and discharges the Eastman Company from any and all claims, demands and liability for profits and damages because of any infringement by the Eastman Company of said letters patent Nos. 629,063 and 707,934, or either of them, or the use of the inventions covered thereby prior to the date hereof.

14. The Eastman Company covenants and agrees that during the continuance of this agreement it will fill all orders for the "Licensed Film" aforesaid received by it from the "Patents Company licensees" with reasonable diligence and at the prices hereinafter provided for, if it is satisfied that they are and will be able to pay for the same, and will manufacture all such "Licensed Film" (having a nitro-cellulose base), by its present secret processes and will embody therein its present secret compositions and patented invention, and that it will not, after the date hereof, and during the continuance of this agreement knowingly furnish or sell, in the "territory aforesaid", except for export, as hereinafter provided for, such sensitized film for the commercial production of negative and positive motion pictures to anyone but the "Patents Company licensees", except to the extent of two and one-half (2-1/2) percent of the total amount of such "Licensed Film" supplied to the parties to the license agreements referred to in Para-

graph 3 and prior to the date hereof and to the "Patents Company licensees" from the date hereof to June 20, 1909, and to said "Patents Company licensees" during any one year, counting from June 20, 1909, of the continuance of this agreement, which amount, of a width approximately one inch and three-eighths of an inch (1-3/8 in.) the Eastman Company has furnished prior to the date hereof by and with the authority of the Edison Company, and from the date hereof the Eastman Company (by and with the consent and authority of the Patents Company, which it hereby grants) reserves the right to furnish or supply to persons not engaged in the business of manufacturing, selling, loaning, renting out or otherwise disposing of or dealing in motion pictures in the "territory aforesaid"; and with the further exception that the Eastman Company (by and with the consent and authority of the Patents Company, which it hereby grants) reserves the right to manufacture and sell such translucent or transparent sensitized film suitable for the commercial production of negative and positive motion pictures of a width not to exceed approximately one (1) inch in the "territory aforesaid" to persons, firms and corporations engaged in the business of manufacturing, selling, loaning, renting out or otherwise disposing of or dealing in motion pictures in the "territory aforesaid" upon condition, however, that in case any of them produces thereon any picture greater in size than approximately three-quarters (3/4) of an inch, on a line either parallel to or at right angles

to the edge of said film, and the Eastman Company has knowledge thereof, it will cease supplying such film to any such person, firm or corporation; and with the further express exception that the Eastman Company (by and with the consent and authority of the Patents Company, which it hereby grants) reserves the right to manufacture and sell, in the "territory aforesaid", such translucent or transparent sensitized film suitable for the commercial production of negative and positive motion pictures of any width to persons, firms and corporations (not "Patents Company licensees") now having an established business of manufacturing motion pictures in any country foreign to the United States (hereinafter, for brevity, called "foreign manufacturers"), who now manufacture negative or positive motion pictures in the United States, or who may, after the date of this agreement, commence the manufacture of negative and positive motion pictures in the United States.

15. The Eastman Company further covenants and agrees that it will mark conspicuously on each box or package containing such "Licensed Film", supplied by it to the "Patents Company licensees", the following words and figures:

"LICENSED FILM.  
Licensed for Use Only by Licensees  
of the  
MOTION PICTURE PATENTS COMPANY."

16. It is mutually covenanted and agreed by and between the Patents Company and the Eastman Company that the maximum prices to be charged by the Eastman Company to the

"Patents Company licensees" during the continuance of this agreement shall be three cents net per running foot for non-perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width, and three and one-quarter ( $3\frac{1}{4}$ ) cents net per running foot for perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width (which prices shall be reduced or increased in proportion to the reduction or increase in width of narrower or wider "Licensed Film" than that approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width) plus the royalties referred to in Paragraph 6 of this agreement, which are to be charged to the "Patents Company licensees" (except to the Edison Company); it being further covenanted and agreed, however, that the Eastman Company may reduce these prices of three (3) and three and one-quarter ( $3\frac{1}{4}$ ) cents, respectively, if it should consider it commercially desirable to do so, but in no case shall it reduce the aforesaid royalties to be charged to and collected by it from the "Patents Company licensees" for the Patents Company, without the consent of the latter.

17. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that the royalties referred to in Paragraph 6 of this agreement shall not be charged by the Eastman Company to the Edison Company, but that the maximum prices to be charged



by the Eastman Company to said Edison Company shall be (unless reduced as provided for in Paragraph 18, when the Edison Company shall have the benefit of such reduced price) three (3) cents net per running foot for non-perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width, and three and one-quarter ( $3\frac{1}{4}$ ) cents net per running foot for perforated "Licensed Film" (having a nitrocellulose base) approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width, which prices shall be reduced or increased in proportion to the reduction or increase in width of narrower or wider "Licensed Film" than that approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width.

18. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company, that on each sale of "Licensed Film" to the "Patents Company licensees" (with the exception of the Edison Company), the Eastman Company shall, in the first instance, that is to say, when such "Licensed Film" approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width, is billed and shipped by it, charge the licensees with its price of three (3) cents or three and one-quarter ( $3\frac{1}{4}$ ) cents, as the case may be, per running foot, plus the maximum royalty of five (5) mills per running foot, referred to in Paragraph 6 of this agreement, and on the expiration of each year, counting from June 20, 1909, shall adjust the royalty account of each licensee as to "Licensed Film" so billed and shipped to them and paid for by them, according to the royalty schedule set forth in said Paragraph 6, returning

to the licensee any amount such licensee may have overpaid, according to said schedule, and paying the balance to the Patents Company; and that on each sale of the other film of a width approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width to the amount of two and one-half ( $2\frac{1}{2}$ ) percent of the total amount of "Licensed Film" supplied to the "Patents Company licensees" during any one year, counting from June 20, 1909, of the continuance of this agreement, as provided for in Paragraph 14, a royalty of one-half ( $1/2$ ) cent per running foot, and which royalty the Eastman Company is to pay to the Patents Company on such film sold by it which is paid for by the purchaser thereof; and on each sale of said other film which is not to exceed approximately one inch (1 in.) in width, as provided for in Paragraph 14, the Eastman Company shall include in the price charged for such film to the purchaser thereof a royalty amounting to such proportion of one-half ( $1/2$ ) cent per running foot as the width of such film bears to the film approximately one and three-eighths of an inch ( $1\frac{3}{8}$  in.) in width, and which royalty the Eastman Company is to pay to the Patents Company on such film sold by it which is paid for by the purchaser thereof; such adjustment and payments to the licensee and the Patents Company to be made by the Eastman Company within thirty (30) days after the expiration of each such year, counting from June 20, 1909, provided, however, that if, at the time such payment of royalties is due from the Eastman Company to the Patents Company, the Edison Company should be indebted to the East-

man Company for "Licensed Film" or other supplies purchased from or furnished by the Eastman Company to the Edison Company during such year, the royalties shall be applied by it on account of such indebtedness, the balance, if any, remaining over such indebtedness, to be paid by the Eastman Company to the Patents Company, and a statement at the same time shall be given by the Eastman Company to the Patents Company of the amount of such indebtedness incurred after June 20, 1909, to which said royalties have been applied by it.

It is mutually covenanted and agreed by and between the Patents Company, the Edison Company and the Eastman Company, that all royalties heretofore paid to the Eastman Company by the licensees of the license agreements with the Edison Company referred to in Paragraph 3, between June 20, 1908, and the date hereof, under and in accordance with the aforesaid agreements between the Edison Company and the Eastman Company, referred to in Paragraph 8, and all royalties that may be paid to the Eastman Company by the "Patents Company licensees" between the date hereof and June 20, 1909, shall be adjusted in the same manner as provided for in this paragraph (except that the royalties that may be paid by the licensees George Kleine and the American Mutoscope & Biograph Company to the Eastman Company, for such period, shall be adjusted on the same basis as if each of said licensees had purchased "Licensed Film" from the Eastman Company at the same rate during the entire year preceding June 20, 1909, that such "Licensed Film" was

billed and shipped to and paid for by each between the date hereof and June 20, 1909), and the amount which any such licensee may have overpaid, according to the royalty schedule in said Paragraph 6, shall be returned to the licensee so overpaying the same within thirty (30) days after June 20, 1909, and the balance remaining, together with the royalties that have been paid between June 20, 1908, and June 20, 1909, on each sale of film of a width approximately one inch and three-eighths of an inch ( $1\frac{3}{8}$  in.) to the amount of two and one-half ( $2\frac{1}{2}$ ) percent of the total amount of "Licensed Film" supplied to the licensees of the license agreements with the Edison Company referred to in Paragraph 3, and to the "Patents Company licensees", and together with the royalty on the sale of other film not to exceed three-quarters ( $\frac{3}{4}$ ) of an inch in width prior to the date hereof under the said agreement between the Edison Company and the Eastman Company, referred to in Paragraph 8, and together with the royalty on the other film not to exceed approximately one (1) inch in width, received by it between the date hereof and June 20, 1909, as provided for in this paragraph, shall be paid to the Edison Company and the Patents Company as follows:

The said balance of all royalties received by it from the licensees of the license agreements with the Edison Company referred to in Paragraph 3, prior to the date hereof, and all the other aforesaid royalties received by it up to the date hereof, shall be paid to the Edison Company

within thirty (30) days after June 20, 1909, provided, however, that if at that time the latter should be indebted to the former for "Licensed Film" or other supplies purchased from or furnished by the Eastman Company to the Edison Company, such royalties then in the possession of the Eastman Company shall be applied by it on account of such indebtedness, the balance, if any, remaining over such indebtedness, to be paid by the Eastman Company to the Edison Company; and the said balance of all royalties received by the Eastman Company from the "Patents Company licensees" between the date hereof and June 20, 1909, and all the other aforesaid royalties which have been received by it between said dates, shall be paid to the Patents Company within thirty (30) days after June 20, 1909, provided, however, that if at the time such payment of royalties is due from the Eastman Company to the Patents Company, the Edison Company should be indebted to the Eastman Company for "Licensed Film" or other supplies purchased from or furnished by the Eastman Company to the Edison Company between the date hereof and June 20, 1909, such royalties shall be applied by it on account of said indebtedness, the balance, if any, remaining over such indebtedness, to be paid by the Eastman Company to the Patents Company, and a statement at the same time shall be given by the Eastman Company to the Patents Company of the amount of such indebtedness incurred between the date hereof and June 20, 1909, to which said royalties have been applied by it.

19. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that in case any "foreign manufacturer" aforesaid has heretofore established or shall hereafter establish a business of manufacturing and selling positive or negative motion pictures in the United States, and shall be licensed by the Patents Company in and by a duly executed agreement in writing, the same in all substantial respects as the license agreements referred to in Paragraph 4, then, and from the time such license agreement goes into effect, and said Eastman Company is notified thereof in writing by the Patents Company, the Eastman Company shall charge to and collect from such licensee the royalties referred to in Paragraph 6 of this agreement and pay the same to the Patents Company in the same manner as that provided for in Paragraph 18 respecting the charging to and collecting from the "Patents Company licensees" of royalties upon "Licensed Film" and paying the same to the Patents Company. But no royalty shall be charged to or collected from any "foreign manufacturers" for sensitized film sold to them by the Eastman Company unless and until they have been licensed by the Patents Company and the Eastman Company notified thereof as aforesaid.

20. The Eastman Company further covenants and agrees that it will keep an accurate account of all "Licensed Film" supplied by it to the "Patents Company licensees" and other film supplied to the other persons, firms and corporations

as provided for in Paragraphs 14 and 18, (with the exception of the translucent or transparent sensitized film supplied to the "foreign manufacturers" unless and until such "foreign manufacturers" are licensed by the Patents Company and the Eastman Company is duly notified thereof as provided for in Paragraph 19) with the names and addresses of the purchasers and the date and amount of each purchase, and that with each yearly payment of royalty as hereinbefore provided for it will furnish the Patents Company with a statement in writing, verified by an officer of the Eastman Company having knowledge of the facts therein set forth (if the Patents Company shall so request) showing the total amounts in running feet of such "Licensed Film" and other film, with the exceptions aforesaid, shipped by it to all the "Patents Company licensees" and such other persons, firms and corporations, and paid for by them, during the preceding year, but it is further mutually covenanted and agreed that the dealings between the Eastman Company and the "Patents Company licensees" shall, - from the date hereof, and the dealings prior to the date hereof between the Eastman Company and such of said licensees who are also licensees of the license agreements with the Edison Company referred to in Paragraph 3, insofar as the number of running feet or anything that would tend to disclose the number of running feet shipped to or ordered by them, is concerned, - be a matter of confidence, even as to the exclusion of the Patents Company, between such licensees and such other person, firm or corporation, as aforesaid, and

the Eastman Company, and the latter shall not be at liberty to disclose, directly or indirectly, to the Patents Company or to any of the "Patents Company licensees" the number of such running feet of "Licensed Film" and such other film as aforesaid, so ordered by or shipped to any of the "Patents Company licensees", or such other persons, firms and corporations as provided for in Paragraph 14 and 18; and it is therefore mutually covenanted and agreed that all statements and payments of royalty from the Eastman Company to the Patents Company shall be in gross, without specifying the number of running feet of "Licensed Film" or such other film, either by a statement of the number of running feet or the amount of royalties charged to and collected for or on account thereof.

21. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company, that if, notwithstanding the statements made by the Eastman Company to the Patents Company, the latter should be desirous of satisfying itself by having an examination made of the books of account of the Eastman Company as to the accuracy of the statements so made to it by the Eastman Company, it may have such examination made of the books of account of the Eastman Company (so far as the same may relate to the sale by it of "Licensed Film" to the "Patents Company licensees" and such other film (with the exceptions hereinbefore provided for) to other persons, firms and corporations as provided for in Paragraphs 14 and 18 and the "Patents



Company licensees") by the public accountants, Price, Waterhouse & Company, of New York, N. Y., or any other public accountants that may hereafter be agreed upon by the Patents Company and the Eastman Company.

22. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that nothing herein contained shall interfere with or prevent the manufacture, sale or shipment by the Eastman Company of sensitized film suitable for the commercial production of negative or positive motion pictures, for export, without the payment of any royalty or other consideration therefor to the Patents Company, when such film, addressed to the foreign purchaser, agent or consignee, is delivered to a vessel or to a transportation company for transportation to a foreign country, and not otherwise. The Eastman Company covenants and agrees that it will use all reasonable efforts to prevent the reimportation of any such film sold for export, into the United States in an unexposed condition, and that it will not sell any such film for export for the purpose of reimporting it into the United States in an unexposed condition.

23. The Patents Company further covenants and agrees that it will, during the continuance of this agreement, license such a number of persons, firms and corporations, ~~and other companies~~, under said letters patent Nos. 578,185; 580,749, 586,953, 588,916, 673,329, 673,992, 707,934, 722,362, 744,251, 770,937, 771,280, 785,205 and 785,237, to make and sell exhibiting or projecting machines containing the inventions described and claimed in the same, capable of exhibiting or projecting motion pictures on film of a

width greater than approximately one (1) inch, and also such machines as will not be capable of exhibiting or projecting motion pictures on film of a greater width than approximately one (1) inch, as will be able to supply the demand for the same.

The Patents Company further covenants and agrees that it will not charge any such person, firm or corporation manufacturing and selling any such machine capable of exhibiting or projecting motion pictures on film of a greater width than approximately one (1) inch, more than Five (5) Dollars as a license fee for the manufacture and sale of each such exhibiting or projecting machine, and that it will impose no other conditions or restrictions upon the manufacture and sale of any such machines than that the sale and purchase thereof gives only the right to use them solely for exhibiting or projecting motion pictures containing the inventions of said reissued letters patent No. 12,192, leased by one of the "Patents Company licensees" and upon payment of a royalty or rental to the Patents Company while in use, to be fixed by it, and while the letters patent under which they are licensed are owned or controlled by the Patents Company, and that there shall be attached to each such machine a plate, in a conspicuous place, showing plainly, not only the dates of the letters patent under which it is licensed, but also the aforesaid conditions and restrictions, and that such plate is not to be removed therefrom.

The Patents Company further covenants and agrees that it will not charge any person, firm or corporation making or selling any such machine capable of exhibiting or projecting motion pictures on film not wider than approximately one (1) inch, a license fee of more than Three (3)

percent of the net retail selling price of each such machine, and will impose no other conditions or restrictions upon the manufacture and sale of any such machines than that they be used solely for exhibiting or projecting motion pictures on film not wider than approximately one (1) inch in places where no admission fee is charged, and that there shall be attached to each such machine a plate, in a conspicuous place, showing plainly, not only the dates of the letters patent under which it is licensed, but also the aforesaid conditions and restrictions, and that such plate is not to be removed therefrom.

The Patents Company further covenants and agrees, however, that it will grant licenses to such a number of persons, firms and corporations to manufacture and sell exhibiting or projecting machines containing the inventions described and claimed in the aforesaid letters patent now owned by the Patents Company, capable of exhibiting or projecting, by reflected light, motion pictures on film of any width, but not capable of exhibiting or projecting the same by transmitted light, as will be able to supply the demand for the same, upon the payment of a royalty or license fee not to exceed Three (3) percent of the net retail selling price of each such machine, and that it will impose no other condition or restriction upon the manufacture and sale of any such machines than that they be used solely in places where no admission fee is charged, which condition shall appear on a plate to be attached to each such machine; and also that it will grant licenses to such persons, firms and corporations to manufacture and sell all such exhibiting or projecting machines referred to in this Paragraph 23, containing the inventions described and claimed in any letters patent that the Patents Company may

hereafter own or control, subject to similar conditions or restrictions and upon the payment of additional license fees or royalties to be fixed by the Patents Company; the royalty or license fee, and all the conditions and restrictions of all the licenses referred to in this Paragraph 23, to be the same for all such licensees, except that such licenses may be granted to said American Mutoscope & Biograph Company and the said Armat Motion Picture Company without payment of royalty or license fees for the manufacture or sale of any such exhibiting or projecting machines; and to said Vitagraph Company of America upon its paying only four-fifths (4/5ths) of the royalties or license fees provided for in this paragraph, on such machines, and to the Edison Company and said firm of Marvin and Casler, without paying any royalties or license fees on such machines sold bona fide for export.

The Patents Company further covenants and agrees that it will grant a license to the Eastman Company, upon its request, to manufacture and sell exhibiting or projecting machines containing the inventions described and claimed in the aforesaid letters patent now owned by the Patents Company capable of exhibiting or projecting by either transmitted or reflected light motion pictures on film not wider than approximately one (1) inch, upon the payment of a royalty or license fee not to exceed Three (3) percent of the net retail selling price of each such machine, and that it will impose no other conditions or restrictions upon the manufacture and sale of any such machines than that they be used solely in places where no admission fee is charged, and that there be attached to each such machine a plate, in a conspicuous place, showing plainly, not only the dates of

the letters patent under which it is licensed, but also said condition or restriction, and that such plate is not to be removed therefrom; and that it will also grant a license to the Eastman Company to manufacture and sell such exhibiting or projecting machines containing the inventions described and claimed in any letters patent that the Patents Company may hereafter own or control, subject to similar conditions and restrictions, and upon the payment of additional license fees or royalties to be fixed by the Patents Company, the royalty or license fees and all the conditions and restrictions of all the licenses that may be granted by the Patents Company to manufacture and sell such exhibiting or projecting machines to be the same for the Eastman Company and all such licensees with the exceptions hereinbefore referred to in this paragraph.

24. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that the Patents Company shall, within fifteen (15) days after June 20, 1909, pay to the Eastman Company twenty-four (24) percent of the gross royalties or rents collected by or paid to said Patents Company prior to June 20, 1909, for the use of exhibiting or projecting machines capable of exhibiting or projecting motion pictures on translucent or transparent film of a greater width than approximately one (1) inch licensed by it, containing any of the inventions described and claimed in the letters patent referred to in Paragraph 4, and in any other letters patent hereafter owned or controlled by the Patents Company, and also twenty-four (24) percent of the gross royalties or rents collected by or paid to the Patents Company for the use of such machines during each year, counting from June 20, 1909, and within fifteen (15) days after the end of each such year, which shall be apportioned and

paid to the "Patents Company licensees" as follows:

Each of such licensees shall have apportioned and paid to it by the Eastman Company, after each installment of said twenty-four (24) percent of said gross royalties is paid to the Eastman Company by the Patents Company, such a share thereof as the number of thousand feed of "Licensed Film" of a greater width than approximately one (1) inch ordered by and shipped to such licensee, added to the number of thousand running feet of film of a greater width than approximately one (1) inch, having positive motion pictures thereon, imported by such licensee (if such licensee has imported the same) during the period for which such installment is paid to the Eastman Company, bears to the total number of thousand running feet of such "Licensed Film" ordered by and shipped to all of the "Patents Company licensees", added to the total number of running feet of film of a greater width than approximately one (1) inch having positive motion pictures thereon imported by all such licensees, during the period for which said installment is paid to the Eastman Company, after deducting the amount of such "Licensed Film" of a greater width than approximately one (1) inch ordered by and shipped to the Edison Company and the American Mutoscope & Biograph Company during the period for which such installment is paid to the Eastman Company, which two latter Companies are not to share in or be paid any part of said twenty-four (24) percent of the gross royalties or rents; that such apportionment shall be made as aforesaid through Price, Waterhouse & Company, chartered accountants, or through some other accountants that may hereafter be mutually agreed upon by and between the Eastman Company and the Patents Company, and the "Patents Company licensees", and the Eastman Com-

pany shall pay to the "Patents Company licensees" their respective shares of each installment of said twenty-four (24) percent of said gross royalties or rents provided for in this paragraph after receiving the same, and after the same have been so apportioned, without disclosing, directly or indirectly, to the Patents Company or to any of the "Patents Company licensees" the share apportioned or paid to any of such licensees; that the Patents Company shall furnish to the Eastman Company the number of thousand running feet of film of a greater width than approximately one (1) inch having positive motion pictures thereon imported by all the "Patents Company licensees" during the period for which each said installment is paid to the Eastman Company, in order that the said apportionment may be made.

25. It is mutually covenanted and agreed by and between the Edison Company and the Eastman Company that the two agreements in writing entered into by and between them on or about the 20th day of May, 1908, referred to in Paragraph 8, are hereby cancelled and terminated, and each of the said parties thereto hereby releases and discharges the other party thereto of and from all claims and demands that it has or may have against the other under or arising out of each of said two agreements in writing.

26. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that this agreement shall take effect January 1st, 1909 ,

and unless sooner terminated as hereinafter provided, shall continue until the expiration, on August 31, 1914, of the aforesaid reissued letters patent No. 12,037 and 12,192; it being provided, however, that either party hereto shall have the right at any time to terminate this agreement by giving sixty (60) days notice in writing to the other party of its election so to do. Such termination of this agreement, however, shall not prejudice either party in the recovery of damages because of any breach, violation or non-performance thereof by the other.

27. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that in case the Patents Company should become bankrupt, cease doing business or should be dissolved, voluntarily or otherwise, or its charter should be repealed, the Patents Company shall immediately give notice of the same to the Eastman Company, and upon the happening of either of such events, this agreement shall be deemed terminated and at an end by the parties hereto; and that after notice of termination of this agreement by either party, as provided for in Paragraph 26, or this paragraph, and after it is terminated, no matter what the cause or manner of termination may be, neither this agreement, nor the fact that the Eastman Company has entered into or acted under it shall be used in any manner, directly or indirectly, by or for the Patents Company, its successors, assigns or legal representatives, or by or for others, against the Eastman Company, or its successors or legal representatives, in any



litigation, controversy or proceeding involving it or them, or any other persons, firms or corporations, or in any other way,- it being understood and agreed that upon such termination the positions and rights of the Patents Company and the Eastman Company shall be the same as if this agreement had not been made; provided, however, that the rights of neither party shall be prejudiced by such termination in the recovery of damages for any breach or other violation of this agreement by the other occurring prior to such termination.

28. It is further mutually covenanted and agreed by and between the Patents Company and the Eastman Company that all notices provided for in this agreement shall be in writing and shall be given by delivering the same to an officer of the Patents Company or the Eastman Company, as the case may be, or by depositing such notice, postage prepaid, in any Post Office of the United States in a sealed envelope, directed to the Patents Company or the Eastman Company, as the case may be, at its last known Post Office address, to be forwarded by registered mail.

29. It is mutually covenanted and agreed by and between the Patents Company and the Eastman Company that this agreement shall bind and inure to the benefit of the Patents Company, its successors, assigns and legal representatives, and the Eastman Company and its successors as

defined in Paragraph 10 of this agreement.

IN WITNESS WHEREOF, the parties  
hereto have caused this agreement to be executed by their  
officers duly authorized to perform those acts, the day  
and year first above written.

*Eastman Kodak Co.*  
*By Geo. Eastman*  
*Pres.*

*Attest*  
*George P. Hull*  
*Secretary*

*Motion Picture Patents Co.*  
*By Frank L. Ives*  
*President*

*Attest*  
*George P. Hull*  
*Secretary*

*Edison Manufacturing Co.*  
*By Frank L. Ives*  
*Vice President*

EDISON MANUFACTURING COMPANY.

*file*

*477*

July 8, 1909.

George Eastman, Esq., President,  
Eastman Kodak Co.,  
Rochester, N. Y.

My dear Mr. Eastman:

The bearer of this letter, Mr. William F. Carroll, has been engaged here for about a year past in elaborating a new system, relating principally to costs and production. I am very anxious that he should have the opportunity of looking over your plant so far as your business methods are concerned, because I understand that you have a model factory. I mentioned this matter to you one time in Rochester and you said that you would be willing to let Mr. Carroll get some of the benefit of what you have done. Anything that you may be able to do for him will be appreciated.

Yours very truly,

FLD/IWW

Vice-President.

*film*

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Oct. 29, 1909.

George Eastman, Esq.,  
Eastman Kodak Company,  
Rochester, N.Y.

Dear Mr. Eastman:-

My attention has just been directed to the fact that our exchanges are complaining regarding the non-inflammable film, and many of them are asking us to do what we can to return to the old material. For instance, under date of October 22nd, 1909, the Wheelan Film Company of Dallas, Texas, wrote us:

"Please advise us by return mail, or as soon as possible, if arrangements can be made by which we can get our films from you on the (old) inflammable celluloid stock. If our films continue to go to pieces as they have been of late, since the (new) non-inflammable stock has been used, we will be compelled to go out of business before long."

The Western Film Exchange of Milwaukee, Wisconsin, under date of October 22, 1909, wrote:

"After making a thorough examination of the non-inflammable film stock received from all manufacturers, and noting the condition

of the film, we find that the non-inflammable film has proven to be unsuited for the purpose required of moving picture film, owing to the fact that the edges of the film break from the sprocket holes, and the film does not seem to stand the wear that the ordinary inflammable film does.

We, therefore, have decided to respectfully ask your Company to have all film shipped to our exchange on inflammable old-style film.

If we continue to receive non-inflammable film, it will only be a short time and all stock over three months old will practically be useless, and what stock can be run over a machine of that age, is proving very unsatisfactory to the exhibitor, owing to the poor physical condition of the non-inflammable film over three months old.

We would appreciate to find out whether your company can comply with our request, and have all future releases of film shipped to our exchange on inflammable old-style film."

The Lubin Manufacturing Company, under date of October 26th, 1909, say:

"We are being swamped with complaints regarding the non-inflammable film; every mill seems to grow worse and we feel that our business is being jeopardized as a result of the poor N.I. stock. We are positive that this condition is general among the other manufacturers.

The making of non-inflammable stock thicker has not seemed to obviate the difficulty, but if anything, apparently has added to the trouble.

Now, we feel that it is high time some concerted action should be taken and we ask if you do not think it proper for the manufacturers to ask Mr. Eastman to permit us to see the old stock until he has perfected the N.I. film?"

I have nothing to suggest regarding these complaints and I have very strong hopes that when we begin to

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George Eastman, Esq.

waterproof our films with a celluloid coating, the difficulties may be overcome to some extent. At the same time, I think you should be informed regarding these complaints, because the fact cannot be denied that we, as well as the other manufacturers, are being greatly harassed by the situation.

Yours very truly,

FLD/ARK.

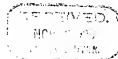
Vice-President.

EASTMAN KODAK COMPANY.

ROCHESTER, N.Y.

November 2nd, 1909.

Mr. Frank L. Dyer, Vice President,  
Edison Manufacturing Co.,  
Orange, N. J.,



Dear Mr. Dyer:-

Replying to yours of October 29th, a careful consideration of the N. I. situation leads us to the conclusion that in order to make it satisfactory co-operation will be necessary between the manufacturer, printer, the exchanges and the exhibitor. The fundamental fact that we have to start with is that cellulose acetate up to the present time has not been made of a strength equal to cellulose nitrate. It is not that the strength varies for it does not. We have never been able to make cellulose nitrate with as great regularity as we can make cellulose acetate but the regular uniform strength of the latter is less than the strength of the cellulose nitrate. We believe, however, that its strength is sufficient when properly handled. The only thing we can do at present to improve the product is to raise the minimum thickness of the film sent out from  $5\frac{1}{1000}$  in. to  $6/1000$  in. Even when the new film is of this thickness it will not stand the abuse that the old film will. It requires more careful handling. Mr. Lovajoy's trip around among the exchanges developed the fact that the shape and sharpness of the perforations have a great deal to do with the life of the film and that unquestionably the Pathe perforations are the best both in shape and smoothness of edge. We have already changed one of our perforators and comparative tests between film perforated with the new and old dies support the above opinion. We think that all those who have not done this should give it careful consideration. The printers can also help matters

F.L.D. Ind.

by using the maximum amount of glycerine. The exchanges I think it will be freely admitted can greatly improve their method of handling the film and help matters by more carefully scrutinizing the handling of the film by their customers, the exhibitors. The exhibitors can help by keeping their machines in order.

A year or more ago when it began to be realized what a bad effect on the trade worn out film was having we were asked by some of our prominent customers if we could make a film that would give out at the end of three or four months, the idea being that if the life of the film could be limited it would save the business from great harm by the exploitation of films the photographic effect of which had been injured or worn out. It seems to me that without any intention of having it do so that the N. I. film fills this specification completely and that its use will wipe out all the difficulty about "old junk" as it has been called, and also prevent "regeneration" which is a process which seems to worry some of our European customers. We think this consideration will appeal to you perhaps equally with the non-inflammable feature of the new film. As for ourselves, we are able to make either film and except for the general benefit to the trade which will come from these two characteristics of the new film, in which we will share, it makes no difference to us which one wins out but during the period of probation we certainly do not want the trade to get the impression that we are making poor film. As you undoubtedly know, there has been an indication in some quarters to throw the blame upon us for the inherent weakness of the new film. We do not think this is either necessary or fair and I think all of our customers will have to admit that from the date the new film went out it has been a first class, commercial product. It ought not to be condemned by anyone until all



F.L.D. 3rd.

of the above conditions have been improved as recommended and tried out.  
I was glad to see an editorial in the Film Index of November 6th which  
seems to me to deal with the case fairly.

Yours very truly,

A handwritten signature in cursive script, appearing to read "G. D. Eastman". The signature is written in dark ink and is positioned to the right of the typed name "G. D. Eastman".

Form 19.

EDISON MANUFACTURING COMPANY

*film*

Nov. 10, 1909.

Mr. George Eastman, ..  
Eastman Kodak Company,  
Rochester, N. Y.

Dear Mr. Eastman:

Yours of the 2nd inst. has been received. I agree with you that all the trouble with the non-inflammable film should not be attributed to its inherent weakness, and I believe that when all the exchanges and theatres become more familiar with this product these difficulties will be largely overcome. The real trouble, in my opinion, is the fact that we suddenly placed on the market a product that necessitated a change in the general conditions of the business; that is to say, the business had developed with the old inflammable film to a point where the exchange could figure on the probable life of the film and the amount he should charge to make a profit. With the new film the exhibitor finds that the life is much shorter and he will probably have to gradually raise his prices; but until that is done there is bound to be more or less dissatisfaction. Of course another difficulty is that the theatres have very little interest in the care of their projecting machines so long as they get some sort of a picture, and they do not care very much whether the machine ruins the film

George Eastman.

(2)  
EDISON MANUFACTURING COMPANY

11/10/09.

or not. One might suppose that the exchanges could very readily remedy this trouble by refusing to supply theatres having worn-out machines, but the exchanges seem to be afraid to take a firm position with their customers; and in many cases the film passes through several theatres before getting back to an exchange, so that it is not always easy to locate the trouble.

Your suggestion that the fact that the non-inflammable film breaks down quickly may be a blessing in disguise, would, if made to the exchanges, result in a storm of protests from them, because they have been led to expect that eventually, as the manufacture improves and as they become familiar with the film, the results to be obtained will compare favorably with those of the celluloid film. I might say that among the independents the rumor is being very extensively circulated (and is doing us some harm) that our adoption of the non-inflammable film was made with the deliberate purpose of having the film break down quickly, and of course there is absolutely no foundation in the world for such a belief.

I realize that you are co-operating with us so far as anyone could reasonably expect, and I hope that these difficulties will eventually be straightened out.

Yours very truly,

Vice-President.

*film*

EASTMAN KODAK COMPANY  
ROCHESTER, N.Y.

November 11th, 1909.

Mr. Frank L. Dyer, Vice President,  
Edison Manufacturing Co.,  
Orange, N. J.,

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Dear Mr. Dyer:-

I am in receipt of your favor of the 10th and am glad to know that we are in such substantial agreement as to the N. I. film situation. While we are not at present very hopeful of increasing the strength of the cellulose acetate we have not in any way abandoned our efforts to obtain that result. It is possible that as we accumulate more experience in the manipulation of the chemicals involved we may make an improvement without any particular change in the process employed.

*W. H. Dyer*  
Yours very truly,

*Ed Eastman*  
Treasurer.

*film*

EASTMAN KODAK COMPANY

ROCHESTER, N.Y.

*Amey* December 24, 1909.

Mr. F. L. Dyer,  
C/o Edison Manufacturing Company,  
Orange, N. J.

Dear Sir:-

In connection with the N.I. Film, you have doubtless observed that frequently the film has torn out between perforations along a sharply defined line which was scored into the film, due to the accumulation of dirt on the springs of the projecting machine. The effect also of this accumulation is to augment the pull required to move the film across the projecting opening in the machine, with the result that the life of the film is diminished.

In order to study the effect of the tension springs on the life of the N.I. Film, we substituted for the flat spring two rollers, so that instead of having sliding friction over the sprocket holes we had rolling friction. Under separate cover we are sending you the door of our Edison projecting machine equipped in this way. With the machine equipped in the regular way, we found that the average of ten tests, each of a different emulsion number, was 1243 times before the N. I. Film became worn out. Comparison wear and tear tests made on the same film numbers, but with the rolling tension, showed an average of 2097 times before the film was worn out. From this you will see that without any other change the life of the film appears to have been increased nearly 50%.

We are sending you the door of the machine so that you can put it on one of your machines and try it, both for its effect upon the life of the film and to determine whether the scheme has any drawbacks. The only possible one which occurs to us is that the film may

12/24/9

Mr. Dyer - 2.

not be held in the focal plane as well by the rollers as by the flat springs. We have, however, projected films using the roller tension and the image on the screen has not shown that any change in the machine has been made. You will see that the rollers can be put in the place of the springs by merely removing the latter and screwing the roller device in its place. The rollers are hardened steel, as is likewise the pin on which they run.

We are also sending under separate cover two sprockets. The smaller of the two was taken from our Edison projecting machine; the other was made in our machine shop. You will notice that between the teeth of your sprocket there is a ridge which is done away with in the sprocket we have made. Our reason for substituting the latter for the Edison sprocket is that we thought possibly this ridge might have an effect on the life of the film. Our tests indicate that this is the case, for an improvement was effected with the new sprocket compared with the old in a test which we made of five emulsion numbers. With the Edison sprocket the average number of times the film went through the machine before it became worn out was 942 times; with our sprockets 1029 times. The average improvement in this case is very much less than in the case of the tension springs. We mention it, however, because we think that any improvement in the machine that will add to the life of the N.I. Film is well worth while, especially when it can be accomplished so easily.

Our information is that the Edison and Powers machines outnumber other machines many times. While it would not be so easy to insert the roller tension in the Powers machine as in the Edison machine, it would not be at all difficult, for it could be very easily done in a short time by any machinist.

We hope that you will have a trial made of the roller ten

12/24/9

Mr. Dyer - 3.

sion at the earliest possible moment and advise us of your opinion. If the report is favorable, we would suggest that the matter be brought up and discussed at the next meeting of the Patents Company licensees, with a view to getting the improvement into universal use on licensed projecting machines as soon as possible.

Hoping to hear from you very soon in regard to this matter, we remain

Yours very truly,

EASTMAN KODAK COMPANY,

By

*F. N. Looney*  
General Manager Brg. Dept.

EASTMAN KODAK COMPANY

ROCHESTER, N.Y.

January 3, 1910.

Mr. F. L. Dyer,  
C/o Edison Manufacturing Company,  
Orange, N. J.

Dear Sir:-

On December 24th we wrote you in reference to roller friction device instead of a spring friction on the door of the projecting machine, to be used to increase the life of the N.I. Film. We also sent you the door or our machine fitted with the device. We are very much interested in this matter and if you have had a trial made of the same would be very glad to learn your opinion.

Awaiting your further favors, we remain

Yours very truly,

EASTMAN KODAK COMPANY,

By

*F. W. Loring*  
General Manager Mfg. Dept.



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Jan. 5, 1910.

Kodak Company,  
Rochester, N. Y.

Gentlemen:

Your favor of the 3rd inst., by your Mr. F. W. Kovejoy, has been received, and also your letter of December 24th came to hand with the model gate referred to therein and also the sprocket rollers. In accordance with your request, I have had careful tests made of the gate, using friction rollers instead of tension springs, but I find that the results are unsatisfactory. By using rollers in the gate, as you suggest, we find that the film does not lie flat in the focal plane, and therefore the projection is not perfect, owing to variations in the focus. In other words, the central part of the picture seems to pass rapidly in and out of focus, giving a very unpleasant effect. We also find that by using these rollers in the gate, the braking effect of the tension springs is no longer present and therefore there is a tendency of the picture to overthrow and consequently the picture presents a very jerky appearance on the screen. I have witnessed an exhibition of the same picture with a gate provided with tension springs and also with a gate provided with rollers as you suggest, and there can be no question but that with the former the picture is very much steadier on the screen. Besides this, as I have already said, the picture being always flat remains at all times in

1/5/10.

## EDISON MANUFACTURING COMPANY

the proper focus on the screen. It occurs to me that at the present time you may not have one of the latest Edison model projecting machines at your factory and that therefore the results you have obtained have been due to the fact that your machine is of the old type, using two pins. With the two-pin machine the momentum of the film is only half as much as with the modern one-pin machine and therefore the jerky appearance referred to may not be so pronounced. I might also say that by waterproofing the films, as we now do, the effect of wear due to the tension springs is practically overcome.

On the subject of sprocket rollers, I return herewith the two rollers which you sent me, and which I have properly indicated by cards. The fact that you send us back this old roller confirms my belief that the machine you probably have is of the old type. At the present time on our Exhibition Model machine we are using brass sprockets, of which I send you a sample, and you will note that the sprocket is milled away between the tooth so as to do away with the ridge you refer to. This is our cheaper type of machine. On the more expensive Model B machine we make use of steel sprockets, of which I also send you a sample, and you will see that this sprocket is also milled away between the tooth. It is our intention, when the present supply of brass sprockets is exhausted, to use these steel sprockets on all of our machines.

I thank you very much for your interest in this matter and for calling our attention to it. I believe, however, that the eventual solution of the problem will be some sort of control over the theatres by which they will be compelled to keep their projecting machines in better condition. I also think that if

Form 88 Eastman Kodak Co.

(5)

1/5/16.

EDISON MANUFACTURING COMPANY

all the manufacturers would waterproof their films a very decided improvement would result from that fact.

Yours very truly,

FLD/IWW

Vice-President.

477

*file*

EASTMAN KODAK COMPANY  
ROCHESTER, N.Y.

January 17, 1910.

Mr. F. L. Dyer,  
C/o Edison Manufacturing Company,  
Orange, N. J.

My dear Mr. Dyer:-

This will introduce to you Mr. J. H. Haste, Manager of our Kodak Park Works, who wishes to investigate the trouble which you advised by wire today you are having with the Non-Inflammable Film, and to give you all the advice and assistance in his power.

We should appreciate it very much if you would take the time to discuss with Mr. Haste the scheme which we recently suggested to you for the use of a spring balance in adjusting the springs on the projecting machines in which N.I. Film is to be used. We should much appreciate report by Mr. Haste of your opinion.

Thanking you in advance for any attention you may show Mr. Haste, we remain

Yours very truly,

EASTMAN KODAK COMPANY.

By

*F. W. Mooring*  
General Manager Mfg. Depts.

P.S.

We should appreciate it if you would afford Mr. Haste an opportunity to see your water-proofing process in operation.

*F. L.*

EASTMAN KODAK COMPANY

ROCHESTER, N.Y.

February 9, 1910.

Edison Manufacturing Company,  
Orange, N. J.

Gentlemen:-

In connection with the suggestion which the writer made to your Mr. Jameson that he use a hydrometer to control the strength of the glycerine baths used for Cine Film and require the workmen to test the baths frequently in order to maintain them at the standards set, the following figures may be useful:

If the hydrometer usually used by photographers is employed, a bath containing 1 oz. of glycerine to 12 ozs. of water will test 13, and bath 1 to 16 will test 11. If Beaumé chemical hydrometer is used, bath 1 to 12 should register specific gravity 1020 which equals 3° Beaumé, and 1 to 16 specific gravity 1017 or 2½° Beaumé.

The writer has today been looking into the matter of brittle film, but is at a loss to account for the peculiar behaviour of the film which is occurring at your works. We hope in a day or two to have some suggestions to make to you that will remedy the difficulty you are having.

Yours very truly,

EASTMAN KODAK COMPANY,

By

*F. M. Loring*  
General Manager Mfg. Depts.

Attention of Mr. Dyer.

Mr. Jameson:

2/11/10.

Referring to the letter from the Eastman Kodak Co., of Feb. 9th, shown you to-day, I quote below the paragraph giving figures for testing glycerine baths for the films:

"If the hydrometer usually used by photographers is employed, a bath containing 1 oz. of glycerine to 12 oz. of water will test 13, and bath 1 to 16 will test 11. If Baume chemical hydrometer is used, bath 1 to 12 should register specific gravity 1020, which equals 3° Baume, and 1 to 16 specific gravity 1017 or 2 3/4° Baume."

Tests to be made frequently in order to maintain the baths at the standards set.

I. W. W.

EDISON MANUFACTURING COMPANY

*file*

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Feb. 15, 1910.

Eastman Kodak Co., (Attention of Mr. P. J. Lovejoy).  
Rochester, N. Y.

Gentlemen:

Yours of the 9th inst. has been received, and I have referred to Mr. Jamieson your suggestion regarding glycerine baths and thank you very much for bringing this to our attention.

I will certainly be most interested in hearing from you on the subject of brittleness, as this is a subject that I consider of the gravest importance. If you satisfy yourselves that nothing can be done at Rochester to remedy these defects and believe that a possibility exists for their development at Orange, I would most strongly urge that you send a good practical man down here for a few days in order that he can look carefully into the matter and follow our entire process through from beginning to end.

Yours very truly,

WLD/INT

Vice-President.

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March 15, 1910

Eastman Kodak Company,  
Rochester, N. Y.

Gentlemen:

This company has been acting under the impression that you did not wish pictures on N. I. film sent abroad. On reading our agreement with you dated June 15, 1909, we find, however, that the only restriction as to this ended on September 15, 1909. Is there any agreement which will prevent us from sending pictures on N. I. film abroad, and have you any objections to our doing so? Some of our foreign orders, for England particularly, call for N. I. film, and we would like to fill these orders if there is no objection or agreement.

Yours very truly,

Ass't to Vice President.

GFS/TS



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EASTMAN KODAK COMPANY  
ROCHESTER, N. Y.

March 21, 1910.

George F. Scull, Assistant Vice President,  
Edison Manufacturing Company,  
Orange, N. J.

Dear Sir:-

Yours of the 15th at hand. In reply beg to say that you are correct in assuming that it is our desire that prints made on the N.I. Film which we have been supplying you regularly do not be sent abroad. We shall be in position in the near future to supply our entire trade in England and on the Continent with N.I. Film should it be required and are at present stocking up at our London House for this purpose. We shall be glad to send you this film for the foreign orders which call for N.I. Film, provided you let us know how much you need. It is possible that we could not supply you immediately with amount equal to your total export orders. If this proves to be the case, on receipt of your orders we will advise you the proportion we can supply of N.I. Film.

Trusting this will be satisfactory, we remain

Yours very truly,

EASTMAN KODAK COMPANY,

By *F. A. Loys*  
General Manager Mfg. Depts.

*Amended Copy  
July 11/13*

THIS AGREEMENT made and entered into this 14th day of February, 1911, between EASTMAN KODAK COMPANY, a New York corporation having a place of business in the City of Rochester, in said State (hereinafter called the Vendor), and

*Edison Manufacturing Company, of Orange, N.J.*

(hereinafter called the Vendee), WITNESSETH:

1. The Vendor, in consideration of the covenants and agreements hereinafter entered into by the Vendee, covenants and agrees as follows:

1a. To supply the Vendee with sensitized motion picture film, both positive and negative, having a nitro-cellulose base, and of an average quality equal to the average quality of each film heretofore supplied by it to its customers, in such quantities as the Vendee may require for the manufacture of positive and negative motion pictures for the Vendee's business in the same in the United States, its territories, possessions and dependencies; on condition, however, that if the total amount of sensitized motion picture film suitable for the commercial production of positive and negative motion pictures required by its several customers therefor in the United States and in countries foreign thereto, should at any time exceed its output of such film, then, in such case, the Vendee shall be entitled only to the same proportion of its output of such sensitized motion picture film, having a nitrocellulose base, as said Vendee had of its total output of sensitized motion picture film the previous calendar year.

1b. To supply such sensitized motion picture film having a nitrocellulose base to the Vendee for the purpose aforesaid in the usual motion picture width, namely, approximately thirty-five (35) millimetres, or one and three-eighths of an inch (1 3/8 in.) and unperforated, f. o. b. at said Rochester, New York, at the price of three (3) cents per running foot, with a discount of five per cent. (5%) off (plus the patent royalty of the Motion Picture Patents Company that may be collected by the Vendor for such Company) if and so long as the Vendor is to collect the same for such Company. All such film to be in standard motion picture lengths of two hundred feet and four hundred feet, or sixty metres and one hundred and twenty metres, except that the Vendor reserves the right to supply such film in shorter lengths of one hundred feet or over or thirty metres or over, to the extent of five per cent. (5%) and no more of the total amount of such film supplied to the Vendee.

1c. Not to supply its sensitized motion picture film having a nitrocellulose base, unperforated, and approximately thirty-five (35) millimetres in width, in countries foreign to the United States, at less than the following prices f. o. b. at the following place: Great Britain, one and forty-five one-hundredths (1 45/100) pence per running foot; France, fifty (50) centimes per running metre; Italy, fifty (50) centesimi per running metre; the German Empire, forty (40) pfennigs per running metre, and f. o. b. in other foreign countries for as near similar prices as practicable in the currency of such other foreign countries; with a discount of five per cent. (5%) off such prices; and not to supply sensitized motion picture film having a nitrocellulose base, perforated and approximately thirty-five (35) millimetres in width, in countries foreign to the United States, at less than said prices for unperforated film, plus one fourth (1/4) cent per running foot, or the equivalent thereof as near as practicable in the currency of such foreign countries, with said discount of five per cent. (5%) off of such prices.

1d. Not to supply sensitized motion picture film having a nitrocellulose base to any person, firm or corporation for the manufacture of positive and negative motion pictures in the United States, its territories, possessions or dependencies for less price (exclusive of the patent royalty aforesaid) than those charged during the same time to the Vendee.

2. The Vendee, in consideration of the covenants and agreements hereinbefore and hereinafter entered into by the Vendor, covenants and agrees as follows:

2a. To purchase from the Vendor all sensitized motion picture film, both positive and negative, required or used in the Vendee's business.

2b. To pay for all sensitized motion picture film supplied by the Vendor on delivery of the same, or in such manner as may from time to time be required by the Vendor.

2c. Not to manufacture or sell or be interested, directly or indirectly, in the manufacture or sale of, in the United States (except as hereinafter provided for in paragraph 3f), any motion picture film, whether sensitized or not, nor export from the United States any such film, unless it has motion pictures developed thereon (except sensitized negative film for the use of the

Vendor's own operators) nor import into nor sell or otherwise dispose of in the United States any such film unless it has motion pictures developed thereon.

3. It is mutually covenanted and agreed by and between the Vendor and the Vendee as follows:

3a. That the Vendor shall not be responsible for damages for any failure to supply sensitized motion picture film, having a nitrocellulose base, in the quantities required by the Vendee in the Vendor's aforesaid business, other than the said Vendee's proportion of the Vendor's output of sensitized motion picture film as defined in paragraph numbered 1c of this agreement, or for any failure to supply such film, having a nitrocellulose base, in quantities required by the Vendee in the Vendor's aforesaid business, by circumstances or happenings beyond the control of the Vendor.

3b. That in case the Vendor fails and continues to fail for a period of twenty (20) days to supply its sensitized motion picture film, having a nitrocellulose base, in the quantities required by the Vendee for the Vendor's aforesaid business, then the Vendee may purchase such film from other manufacturers to complete the Vendee's immediate requirements, month by month only, until such time as the Vendor can supply said film. If, however, the Vendor should fail for a continuous period of one hundred and twenty (120) days to furnish its said film to the Vendee in the quantities required by the Vendee for the Vendor's aforesaid business (provided such quantities do not exceed 25 per cent. more than the Vendee has received from the Vendor during a similar period immediately preceding said one hundred and twenty (120) days), then the Vendee shall have the right to terminate this agreement by giving thirty (30) days' notice in writing to the Vendor of its election so to do.

3c. That the Vendor may reduce the prices provided for in paragraphs 1b and 1c, if it should consider it commercially desirable to do so, but if the Vendor reduces the prices provided for in paragraph 1b it may make a corresponding reduction in the prices provided for in paragraph 1c, and if it reduces the prices provided for in paragraph 1c it shall make a corresponding reduction of the prices provided for in paragraph 1b, except as provided for in paragraph 3d.

3d. That the Vendor is to have the privilege of selling in countries foreign to the United States such sensitized motion picture film, having a nitrocellulose base, in lengths less than one hundred (100) feet or thirty (30) metres, or such film inferior to the average quality heretofore supplied by it to its customers, for special purposes, at prices below those provided for in paragraph 1c, and without making a corresponding reduction of the prices provided for in paragraph 1b; and the Vendor will supply the Vendee with such film of a shorter length than one hundred (100) feet or thirty (30) metres, or of an inferior quality, upon the same terms and for the same purposes as the Vendor may supply the same at the time to its customers in countries foreign to the United States, plus the patent royalty aforesaid if and so long as the Vendor is to collect the same for the Motion Picture Patents Company aforesaid.

3e. That the Vendor will not use the sensitized motion picture film, having a nitrocellulose base, supplied by the Vendor under this agreement in the production of positive or negative motion pictures (or reproductions commonly known as "dupes") of the negative or positive motion pictures of any other manufacturer or person, firm or corporation located either in the United States or in any foreign country; and that the Vendor will not knowingly supply such film to persons, firms or corporations for the purpose of using such film in the business of making such reproductions commonly known as "dupes" of positive or negative motion pictures.

3f. That in case, during the continuance of this agreement, the Vendee desires to use, in the Vendee's business, sensitized motion picture film, either positive or negative, specially prepared for the photography of objects in natural colors, and the Vendor is unable or unwilling to furnish such film to the Vendee upon the request of the Vendee to the Vendor for such film, on terms satisfactory to the Vendee, then the Vendee is to have the right to manufacture such film or to obtain such film from other manufacturers than the Vendor.

3g. That the Vendee shall, in the business of the Vendor for the United States, use solely, until June 1st, 1911, non-inflammable motion picture film, having a cellulose acetate base, under and in accordance with an agreement in writing entered into by the Vendor and Vendee on or about the 15th day of June, 1909, provided the Vendor supplies the same to the Vendee under said agreement of an average quality equal to the average quality of such film heretofore supplied to the Vendee by the Vendor; that the Vendor will supply such film to the Vendee at the prices provided for in said agreement of June 15th, 1909, with a discount of five per cent. (5%) off such prices (exclusive of the patent royalty aforesaid), on all such film delivered to the Vendee by the Vendor between the date hereof and June 1st, 1911, the price, however, for all such film after June 1st, 1911, to be that provided for in said agreement of June 15th, 1909.

3h. That this agreement is to continue until July 1st, 1912, and thereafter year by year unless either of the parties hereto at least sixty (60) days before the expiration of said original

term or of any of said onbequent terms, notifice the other in writing of its election to terminate this agreement, in which once the same shall terminate at the end of the term in which each notice is given.

3i. That all notices provided for in this agreement shall be in writing, and shall be given by delivering the same to the Vendor or the Vendee, as the case may be, or by depositing such notice in any post-office of the United States, in a sealed envelope, postage prepaid, directed to the Vendor or the Vendee, as the case may be, at the last known post-office address of said Vendor or Vendee, as the case may be, to be forwarded by registered mail.

3j. That this agreement shall bind and inure to the benefit of the Vendor and its successors and assigns, and shall bind and inure to the benefit of the Vendee and the successors and assigns of the Vendee's said business in the manufacture of motion pictures.

In witness whereof the parties hereto have executed this agreement the day and year first above written.

Witnesses:

*Wm. H. Phillips*

*Eusterman Studio, Co*  
*by Geo Eusterman, man*

EDISON MANUFACTURING COMPANY *file*

477

March 29, 1911.

Eastman Kodak Co.,

Rochester, N. Y.

Gentlemen:

We understand that you now have on hand, made up, about four million six hundred thousand (4,600,000) running feet of N. I. unperforated motion picture film. As we are desirous of being relieved as soon as possible from the necessity of taking N. I. motion picture film under our agreement with you of February 14th last, we request and propose that on filling each order ~~for~~ for motion picture film received by you on and after April first, you will fill one-half of each order with N. I. unperforated film and the other half of each order with cellulose nitrate unperforated film, charging us the same price for the cellulose nitrate film that we have been paying you for the N. I. film, plus the royalty you collect for the Motion Picture Patents Company, until the above supply of N. I. film has been purchased by the licensees of such company; and that thereafter you will fill the whole of our orders for motion picture film with cellulose nitrate unperforated film at the same price we have been paying for N. I. film, plus such royalty, until the total purchases of such licensees of cellulose

EDISON MANUFACTURING COMPANY

Eastman Kodak Co.- 2.

nitrate unperforated film from and after April first at such increased price shall have equalled six million eight hundred thousand (6,800,000) running feet after which we are to purchase such film from you on the terms provided for in our agreement of February 14th last. It is to be understood that this arrangement shall not interfere with the recent arrangement made with the Motion Picture Patents Company and us to supply us a limited quantity of cellulose nitrate film at two and one-half ¢2 1/2 cents a foot.

Yours very truly,

FED/17W

Vice-President.

THOMAS A. EDISON, Incorporated

*Mr. Briggs  
Please attach to  
agreement  
JWB*

April 30, 1913.

Eastman Kodak Co.,

Rochester, N. Y.

Gentlemen:

Please take notice that under paragraph 3h of agreement dated February 14, 1911, between Eastman Kodak Co. and Edison Manufacturing Co. (the latter Company having been succeeded by Thomas A. Edison, Incorporated), we as successors to said Edison Manufacturing Company elect to terminate this agreement, said termination to take effect July 1, 1913.

Yours very truly,

THOMAS A. EDISON, INCORPORATED,

Vice-Pres. & Gen. Mgr.

CHW/iwv  
C-272

EASTMAN KODAK COMPANY

ROCHESTER, N.Y.

July 7, 1913.

Thomas A. Edison, Incorporated,  
Orange, New Jersey.

Gentlemen:-

You will find enclosed herewith a copy of a proposed agreement signed by us to take effect July 1, 1913, and relating to the supply of motion picture film to you. It is our understanding and we agree -

1. That said agreement relates only to motion picture film of "standard width", that is to say, approximately thirty-five millimeters or one and three-eighths of an inch in width.

2. That Societe des Etablissements Gaumont, of Paris, France, and any persons, firms or corporations, in foreign countries who shall be designated by you to receive positive film from us for the purpose of printing motion pictures for you as provided in paragraph 1e of said agreement, shall, in the contingencies provided for in sections 3b, 3e and 3h of said agreement, have the same rights and privileges to purchase film from other manufacturers, for printing motion pictures for you, as are granted to you in said sections 3b, 3e and 3h.

3. That the prices to said Societe des Etablissements Gaumont for positive film, for use by it in printing motion pictures for you, shall be those provided for in said agreement, except that they shall be f.o.b. London or Paris, as we may elect, instead of f.o.b. Rochester, New York.





Thomas A. Edison, Inc. - #2

7/7/1913

4. That the following shall be viewed by us as a compliance by you with paragraph <sup>2a and</sup> 2b, in cases where your printing in and for foreign countries is done for you by other persons, firms or corporations, namely, that should any such person, firm or corporation print pictures for you on film other than ours, you will at once, upon obtaining knowledge of such printing, terminate business relations (so far as your printing is concerned) with such person, firm or corporation.

5. That your promise under paragraph 2c of said agreement to pay for all sensitized film supplied by us on delivery of the same or in such manner as may from time to time be required by us, shall not apply to motion picture film supplied by us to Societe des Etablissements Gaumont, or other persons, firms or corporations, where such film is supplied to them by us, by arrangements between them and us, independently of you.

The above is hardly necessary, but is stated in view of our recent conferences with you and in order that there may be no uncertainty as to what the agreement means in the particulars discussed by us in recent interviews.

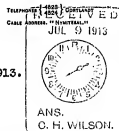
Very truly yours,

EASTMAN KODAK COMPANY

*Richard D. Webb*  
Assistant Treasurer.

C. J. SAWYER,  
J. G. RICE,  
A. J. KENNEDY,  
P. B. PHILIPP,  
H. D. MARSH,  
T. F. KENGE,  
H. B. PHILIPP,  
COUNSEL.

LAW OFFICES OF  
PHILIPP, SAWYER, RICE & KENNEDY,  
ST. PAUL BUILDING, 220 BROADWAY,  
NEW YORK.



July 8, 1913.

*Lanahan*

Thomas A. Edison, Incorporated,  
Orange, New Jersey.

Dear Mr. Wilson:-

Attention Mr. Wilson.

Enclosed I send you duplicate copies of the agreement between Thomas A. Edison, Incorporated, and the Eastman Kodak Company. I also send the letter signed by the Eastman Company, amended (paragraph 4) to meet the views of Mr. Lanahan and Mr. Holden. Will you please have the agreements executed by the Edison Company and then send one of the executed copies to me. Then the agreements may be viewed as delivered by each party to the other. I let Mr. Lanahan have the form of Eastman letter which was submitted to you and which you and Messrs. Holden and Lanahan found to be unsatisfactory, as to paragraph 4. Will you kindly ask Mr. Lanahan to return this to me?

Yours truly,

*[Signature]*

(Enclosures).

*Mr Holden  
to attaching letter  
now O.K.*

*OK'd  
7/10*

*yes Mr  
Eastman letter was mailed  
to Mr. Lanahan July 11, 1913  
ME*

LEGAL DEPARTMENT

THOMAS A. EDISON  
THOMAS A. EDISON, INC.  
BATES MANUFACTURING CO.  
EDISON STORAGE BATTERY CO.  
EDISON PORTLAND CEMENT CO.  
EDISON PHONOGRAPH WORKS

TELEPHONE 500 BROADWAY  
Cable Address "EDLEGAL" ORANGE

DELOS HEDDEN  
WARREN H. SMALL  
FREDX BACHMANN  
HERBY LAMARBY  
WILLIAM A. HARRY  
COUNSEL

ORANGE, N. J. July 14, 1913

Mr. E. J. Berggren,  
Building.

Dear Sir:-

I hand you herewith for your files the following  
papers:-

Agreement dated July 1, 1913 between Thomas A. Edison,  
Incorporated and Eastman Kodak Company

Letter dated July 7, 1913 to Thomas A. Edison, Incorporated from Eastman Kodak Company, modifying and construing the above agreement

Letter dated July 8, 1913 to Thomas A. Edison, Incorporated from Mr. J. J. Kennedy, attorney for the Eastman Company, relating to the above agreement and letter.

Duplicate of letter dated July 10, 1913 to Eastman Kodak Company from Thomas A. Edison, Incorporated, accepting the construction and modification of the above agreement contained in the above letter of July 7, 1913.

I also return to you your agreement file No. 345 which I recently received from Mr. Walker. This agreement file contains an agreement between Eastman Kodak Company and Edison Manufacturing Company dated June 15, 1909, and a modification of the said agreement dated February 14, 1911. The agreement of June 15, 1909 re-

Mr. Berggren - #2

lates to non-inflammable film and has not been terminated although the new agreement dated July 1, 1913 relates also to non-inflammable film. I have discussed with Messrs. Wilson and Maxwell the question of terminating the agreement of June 15, 1909 as modified, and we came to the conclusion that there is no particular advantage in terminating this agreement at this time. It may be terminated at any time by agreement of the parties, or on July 1st of any year by notice in writing given by either party to the other at least sixty days before June 30th of the year in which it is to be terminated.

The new agreement of July 1, 1913 continues until January 1, 1915 and thereafter year by year unless either of the parties thereto at least sixty days before the expiration of the original term or of any of the subsequent terms, notifies the other in writing of its election to terminate the agreement. Inasmuch as provision is not made for the termination of the two agreements at the same time, it may be advisable to terminate the agreement of June 15, 1909 prior to the agreement of July 1, 1913.

Very truly yours,

*Henry Cavendish*

HP-JS

Encs.

LEGAL DEPARTMENT

THOMAS A. EDISON  
THOMAS A. EDISON, INC.  
BATES MANUFACTURING CO.  
EDISON STORAGE BATTERY CO.  
EDISON PORTLAND CEMENT CO.  
EDISON PHOTOGRAPH WORKS

TELEPHONE 308 ORANGE  
Cable Address "ELEGAL" Orange

DELOS HOLDEN  
WALTER H. DILL  
FREDY BACKMANN  
HENRY LANSBURY  
WILLIAM A. HAYES  
JOHN W. HAYES

ORANGE, N. J. October 14, 1913

Mr. E. J. Berggren,  
Building.

Dear Sir:-

Your agreement file No. 343 contains an agreement between Eastman Kodak Company and Edison Manufacturing Company dated June 15, 1909, and a modification of the said agreement dated February 14, 1911. This agreement relates to non-inflammable film and has not been terminated although a later new agreement with the Eastman Company dated July 1, 1913 relate also to non-inflammable film. At the time of the execution of the last mentioned agreement, it was decided that there was no particular advantage in terminating the earlier agreement at this time. The earlier agreement may be terminated at any time by agreement of the parties or on July 1st of any year by notice in writing given by either party to the other at least sixty days before June 30th of the year in which it is to be terminated. If the matter of the termination of the agreement dated June 15, 1909 does not come up earlier, I think it ought to be taken up with Mr. Wilson next year in time to give the required sixty days notice, if such termination is deemed desirable. I therefore suggest that you make a note to remind yourself to bring this matter up on or about the first of March, 1914.

HL-JS

Yours very truly,

Harry Lawson

*Nothing necessary to be done in forming copy*  
*Bring this matter up by Jan 1/14*  
*File 646*

**Motion Picture Patents Company Records  
Memoranda (1908-1918)**

This folder consists primarily of memoranda and interoffice communications by Frank L. Dyer and George F. Scull of the Edison Manufacturing Co. A few items are addressed to Edison. The documents concern motion picture imports, foreign markets, and negotiations with George Eastman regarding the quality and pricing of nonflammable film. One item relates to lighting techniques. Also included are a few communications pertaining to the federal government's antitrust suit against MPPCo.

Approximately 10 percent of the documents have been selected. Some of the unselected documents concern stock transactions, trade and credit reports, advertisements, and the duplication of films. Other unselected items pertain to automatic fire shutters and edge-printing machines.

152 (9/9/08)  
Memo.

Saw Mr. Brulatour, representing the Lumiere Co., 11 W. 27th St., in reference to the possibility of the Lumiere Co. making moving-picture film. They are bringing it into this country and selling it at 3 1/2 cents, which is about as good as they can do in view of the duty. If we can give the Lumiere Co. some assurance as to the purchase of film from them they would be willing to equip their Burlington plant with suitable machinery for the purpose. It would seem unwise to do this, because, since the present moving picture manufacturers represent the bulk of the business it would be much better to keep the Lumiere Co. out of this country and let them work under the hardship of duty than to start them going in this country and leave the Eastman Co. with a large plant which in some way they would have to keep going. The Lumiere situation might, however, be used to effect a reduction in the price from the Eastman Co. and to get further concessions from the Eastman Co. The matter should be carefully considered and discussed with Mr. Wilson on his return.

9/9/08.

F. L. D.

7  
Ask  
Lumiere Co

Mr. Edison:

56 film  
10/8/08.

I am just leaving with Mr. Berst for Rochester to see Mr. Eastman, with a view, if possible, of having him sell us non-inflammable film at the same price as present film, instead of at an advance of 1/2 cent per foot.

I will return Saturday morning and if possible hope to be away next week on my auto. trip.

F. L. D.

*Mr Edison paid  
all right.  
10/9/08*

*W. L. D.*



M.P. - 5865

March 17, 1909.

Mr. Dyer:-

Referring to your memorandum No. 294: From the data given in the letter forwarded by Mr. Stevens, it does not seem possible to determine what the income from a given number of reels would be. These letters give varying rates, the minimum of which, if the films were in constant use for a period of thirty days, would indicate a profit of something like 500%, and it is possible that sufficient could be charged for rental rates to make the business a profitable one, if we were in a position to embark in it. But, apparently we have nothing ready on our shelves, and it would be necessary to make Spanish titles for such films as we should send. It would appear that at least 100 reels (100,000 feet) would be needed to start with, which would cost about \$6,000., in Argentine. This supply, however, would soon be exhausted at the rates indicated in one of the letters, where an exhibitor is supplied with six films by Pathe Freres, or probably two reels a day, and with our supply of two reels a week, even supposing that they were all suitable for use in Argentine, it is clear that we would shortly be at the end of our rope.

It appears from these letters that the exhibitors do not get a mixed service from several manufacturers, but obtain it all from one, and evidently that one is Pathe Freres. If we engage in business there, aside from our lack of subjects, we would meet the competition of Pathe Freres, with an enormous stock of films left on their hands at various parts of the globe which they would afford to unload at prices which we could not compete with.

The only plan which I can see which might warrant our going into the rental business in Argentine, is to have an arrangement by which the exhibitor can get some of his film from one manufacturer and some from another, but in view of Pathe's practical monopoly of the business there, this may not be practicable. However, the other American manufacturers may be situated as we are, and it might be possible to get up a joint agency to handle the films of all the American Manufacturers.

GFS/ARK.

G.F. Scull.

REFER TO THIS NUMBER  
IN YOUR REPLY

*Mr. Scull*  
558

*theater*  
MEMORANDUM

FRANK L. DYER,  
ORANGE, N. J.

Mr. Scull:

4/19/09.

Mr. Edison told me last night that in talking with the only moving picture theatre in Lakeland, Florida, he was informed that an Exchange located in Jacksonville had offered him licensed service at \$60.00 a week and unlicensed service at \$30.00 a week. Look up this matter and find out the name of the Jacksonville Exchange. The Lakeland man I understand is obtaining his service from New Orleans.

FLD/IWW

F. L. D. *Wagner*

*Write to Macdonald  
this matter looked up.  
4/21/09*

REFER TO THIS NUMBER  
IN YOUR REPLY

563

MEMORANDUM

FRANK L. DYER,  
ORANGE, N. J.

4/21/09.

Mr. Scull:

I hand you herewith letter from the Great White Way Theatre of Jacksonville, Fla. Mr. Edison brought this matter to my attention and I wish therefore that you would take it up with Mr. Macdonald and see that the difficulty is straightened out if possible. Let me have a report as to what is done in order that I may keep Mr. Edison advised.

FLD/IWW

F. L. D. *Wagner*

Enc-

*theater*

449

June 3, 1909.

Mr. Dyer:-

In re. your memo. No. 714: At the present time the Patents Company is licensing Air-domes and Tentshows in most cases, particularly in the South and in the territory referred to by Mr. Pelzer. Mr. Macdonald tells me that many of these shows have been licensed through Crawford and that he has informed Crawford, and the latter understands that any of these shows approved by exchanges in St. Louis will be licensed. He also licensed a number of them through Plinton, and at my suggestion he will write to Plinton and have it clearly understood that these shows will be licensed unless it is directly in conflict with the interests of existing shows. The rule against summer shows in large theatres is also being very leniently enforced in the South.

There is nothing new in the matter of the sale of machines, since Mr. Morton is unable yet to acquiesce in our plan, though he is getting somewhat restless as he also complains of price-cutting, and I have hopes that the situation will become so intolerable that he will finally acquiesce.

G.S.S.

ARK.

*Tapley*

M. P. - Seles

721

June 14, 1909.

Mr. Dyer:-

I have just been informed that Paragraph 490 of the Tariff Bill was amended last night by the insertion of the words "except moving picture films" after the word - manufacture -, in line 16 of page 197. This was the paragraph in the Free List which caused the Licensed Manufacturers so much concern and is now amended in such a way as to exclude moving picture films from the Free List, even if they are on films of American manufacture. There would appear to be nothing more to be done with this, except to watch the Committee while in conference to see that this amendment is also adopted by the House.

W.P.S.

GME/ARK.

REFER TO THIS NUMBER  
IN YOUR REPLY

766

MEMORANDUM

*Film*

FRANK L. DYER,  
ORANGE, N. J.

RECEIVED  
JUN 15 1909  
G. F. SCULL

6/15/09.

Mr. Scull:

I hand you herewith first and second drafts of the proposed agreement with Mr. Eastman. We had a long session with him yesterday, and Mr. Phillip is to take up the preparation of a new agreement, making various modifications.

F.L.D./TWW

F. L. D.

Enc-

*Nelson file*  
*Atlantic City*

*Wyer*

REFER TO THIS NUMBER  
IN YOUR REPLY

1148

MEMORANDUM

*film* FRANK L. DYER,  
GRANDS, N. J.

Mr. Scull

2/26/10.

I hand you herewith memorandum from Mr. Farroll, dated Feb. 21st, prepared in accordance with my request. Our troubles regarding brittleness of non-inflammable stock and pooling of emulsion therefrom are so great and are so much out of proportion to the complaints of other manufacturers apparently, that I think we ought to take this question up in a special way. These difficulties seem to me to be quite independent of the weakness of the non-inflammable base. They are either due to the fact that we have some defect in our process that makes the non-inflammable film very brittle and liable to peel, or else

(2)

that we have been unfortunate in getting very bad material from Eastman. From either point of view it seems to me that we should take up the question of repairs from our own standpoint and make such adjustments with the Exchanges as may be possible. Do you see any objection to our making an exception in most cases to the regular schedule in view of the fact that a large majority of the repairs are due to brittleness or to pooling and therefore are not strictly covered by the schedule? Let me know whether in your opinion we should take this thing up ourselves or refer it to the other manufacturers for settlement.

FLD/IWW

F. L. D.

721  
M.P. Patents Co.

June 4, 1910.

Mr. Lyer:-

Your memo. No. 1581: The matter of bringing suit against users of licensed machines who are using independent service is one that Mr. Marvin and myself have discussed many times. My attitude all along has been that we should refrain from bringing such suits until such time as most of the machines sold without restriction were worn out, or there would be little satisfaction in suing an exhibitor and then have him pass over the machine on which he was sued to another in exchange for a machine sold without restriction. However, it is probable that by this time the number of unrestricted machines is sufficiently limited to warrant beginning such a campaign as you suggest.

So far as a suit against Hammerstein is concerned, however, we would be placed in rather an awkward position, because Hammerstein has been very anxious to renew his license and we have steadily refused to do so, because he violated by using an independent fight picture some time ago. I think the Fourteenth Street Theatre would be a good one to try the thing out on, for this man went independent voluntarily and rather gloried in using independent film.

G. F. Soull.

OPB/ARK.

1810

(2/4/11)

MEMORANDUM

Felzer telephoned this morning to the following effect:  
Owing to the great trouble with the breaking down of non-inflammable film, the manufacturers want to be in position to make replacements at a low charge with celluloid film. They propose to replace films more than three weeks old at 5 1/2 cents per foot. Eastman has agreed to sell them celluloid film for this purpose at 2 1/2 cents a foot, provided we will waive the 1/2 cent royalty on this particular film. The amount will be limited to 1,500,000 feet, and the period will extend to June 1, 1911, when the manufacturers expect to use celluloid film exclusively.

In order not to complicate the royalty arrangement with Eastman, the orders for this replacement film will be sent by the various manufacturers to the Patents Company and handled through the Patents Company. The maximum amount of royalties involved will be \$7500. gross, but even if royalties were charged, 24% of the gross would have to be deducted and distributed among the other manufacturers. In view of this fact, and also because we will get a certain amount of business ourselves for replaced films, Mr. Edison consented to waive the royalty on the replacement film.

2/16/11.

F. L. D.





PRESIDENT'S OFFICE  
Memorandum

1762C

*Gaumont*  
May 31, 1911.

*Mr. Walker*

Mr. Cromelin:

As you know, our films in Europe are printed by Gaumont, the cost being 70 centimes per metre, including virage and tinting, on the basis of 50 centimes per metre for the raw stock. Mr. George Kleine of Chicago writes me that the Urban-Eclipse people (whose films he represents in this country as well as Gaumont) have offered to do printing for the American manufacturers from their negatives for 20 centimes per metre, which you will see is exactly the price charged by Gaumont. The Gaumont pictures I think are better than the Urban-Eclipse pictures, but at the same time this is a good thing to bear in mind, because in case you should have trouble with Gaumont it might be well to know of someone who could do the work for us. In view of the friendly relations between Mr. Kleine and ourselves, I think it would be well when you go to England to cultivate the friendship of the Urban-Eclipse people.

FID/IWW

F. L. D. *[Signature]*

825  
1851A

film  
July 12, 1911.

Messrs. Flimpton and Jameson:

I send each of you herewith a statement prepared by Mr. Johnstone, the official photographic critic for the Motion Picture Patents Co., together with the prints referred to by him, and I suggest that Mr. Johnstone's comments be given very careful consideration. He very kindly offers to lend any assistance in his power, and, therefore, if you have any questions to ask he can be reached at the office of the Patents Co.

One object of submitting these comments and prints to the several manufacturers is to enable us to more clearly appreciate the exact object of any criticisms he may make when our films are examined by him.

Apparently Mr. Johnstone is much opposed to what he calls "flat" lighting and strongly advocates side or rear lighting. What opinion have you to express as to these points, and to what extent is "flat" lighting used in our work? If from Mr. Johnstone's comments you believe he could be of any assistance to us, I suggest that he be asked to go up to the Studio and look over conditions there and make any suggestions that will be helpful and that he also come to Orange and look over conditions here and also make comments. I believe he would be glad to do this. I request that Mr. Johnstone's views on the subject of photography be given earnest consideration, both at the studio and in the Orange film plant, because it is very important that we should seize every opportunity by which the photographic quality of our films can

(2)

be raised not only to the highest possible standard but universally maintained at that standard.

FID/IWW

F. L. D.

Enc-

499.  
2150A

patent  
August 19, 1912.

Mr. Heldon:

I hand you herewith copies of opinions on appeal on the Latham Patent and think you will be interested particularly in reading the dissenting opinion of Judge Cox.

Judge Hand in the lower Court did not question the validity of the patent but limited his opinion solely to the question of infringement, holding that the Latham patent was not broad enough to cover a camera. Judges Noyes and Ward merely affirmed this opinion.

Judge Cox, however, gives a very strong opinion in favor of the patent, holding that it is broad enough to cover a camera as well as a projecting machine.

Under this state of facts, it has occurred to me that possibly the patent could be regarded as having been judicially approved so far as covering projecting machines is concerned and might be used in a motion for preliminary injunction. What is your offhand opinion of this question.

FED/IWW

Enc-

*Answered*  
P. L. D.

2155

*Gen Film Co.*

August 20, 1912.

58/

Mr. Edison:

I hand you herewith Congressional Record of April 29, 1912, and draw your attention particularly to the remarks of Mr. Mann of Illinois, commencing on page 5827, in which he quotes a speech by Attorney General Wickersham on "The Dissolution of Trusts". I have marked on page 5827 a paragraph that I think is of special interest in connection with the proposed plan for reorganization of the General Film Co.

Please return this Record with your comments.

FED/IWW

P. L. D.

Enc-

**Motion Picture Patents Company Records  
National Waterproof Film Company (1909-1913)**

This folder contains correspondence and other documents relating to the National Waterproof Co. of Chicago, which manufactured a protective coating that was used on films produced by the Edison Manufacturing Co. and other licensees of MPPCo. Most of the letters are to or from Frank L. Dyer and Walter A. Daniels, president of the National Waterproof Film Co. Included are letters and agreements from 1911-1912 pertaining to the purchase of the company's assets by MPPCo. One letter bears a notation by Edison regarding his own stock holdings in the company. Also included are items concerning the waterproofing equipment used by the home projecting kinetoscope plant and by Edison employee William L. Jamison.

Approximately 40 percent of the documents have been selected. Related material can be found in "Motion Pictures - Correspondence - National Waterproof Film Company" in the Legal Department Records (Legal Series).

- LICENSE AGREEMENT -

(a) THIS AGREEMENT made this sixth day of July 1909, by and between the NATIONAL WATERPROOF FILM COMPANY, a corporation organized and existing under the laws of the State of Illinois, and having an office at Chicago in said State, party of the first part, (hereinafter referred to as the "Licensor") and the EDISON MANUFACTURING COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having an office at Orange in said State, party of the second part, (hereinafter referred to as the "Licensee"): WITNESSETH

(b) WHEREAS, the Licensor represents that it has developed processes and machinery for waterproofing motion picture film and owns and controls said processes and machinery, and the following named inventions and applications for patents of the United States therefor and any United States or foreign patents which may be granted thereon:

✓ Application of Walter A. Daniels for  
WEB COATING MACHINES, filed January 28,  
1909, Serial No. 474,816;

Application of Fredrick B. Thompson,  
for FILM DRYING MACHINES, filed January  
28th, 1909, Serial No. 474,795;

Application of Fredrick B. Thompson,  
for PICTURE FILMS, filed September 14, 1908,  
Serial No. 452,945;

and

(c) WHEREAS, the Licensee is engaged in the manufacture and sale of motion picture films under a license from the Motion Picture Patents Company, a corporation having its

principal place of business in New York City and is desirous of obtaining from the Licensor a license under the inventions and applications for patents therefor relating to the waterproofing of motion picture films which may be hereafter acquired by the Licensor.

(d) NOW, THEREFORE, the parties hereto for and in consideration of the sum of One Dollar to each in hand paid by the other and of other good and valuable considerations, from each to the other moving, receipt of all of which is hereby acknowledged, have agreed as follows:-

(1) The Licensor hereby grants to the Licensee for the term and subject to the covenants, conditions and stipulations hereinafter expressed, the right and license for the United States, its territories and possessions, to use the processes and inventions referred to in Paragraph (b) hereof, and any inventions relating to the waterproofing of motion picture films which the Licensee may hereafter acquire, in coating motion picture films made by the Licensee and to sell or lease the motion picture films so coated by it. The license hereby granted is personal to the Licensee and in the event of the permanent discontinuance or retirement from business of the Licensee for a period of six consecutive months, the license hereby granted shall be immediately terminated.

(2) The Licensee hereby recognizes and admits the validity of each and every United States Letters Patent which may be obtained by the Licensor on any of the applications referred to in Paragraph (b) hereof, and of any other Letters Patent which may be obtained by the Licensor for any inventions relating to the waterproofing of motion picture films which may hereafter be obtained or acquired by the Licensor and the Licensee agrees not to contest or question the same during the continuance of this agreement.



(3) The Licensor agrees that, as soon as practicable after the date of this agreement, it will manufacture and install in the plant of the Licensee in a suitable building to be provided by the Licensee, coating and drying machines ready to be connected to a source of power to be provided by the Licensee, such machinery to be made in accordance with the latest approved plans of the Licensor and sufficient in capacity to coat all of the motion picture films made by the Licensee. The cost of manufacturing and installing such machinery and of making all reasonable repairs thereto or reasonable replacement of worn parts thereof, shall be paid for by the Licensor and such machinery shall at all times remain the property of the Licensor. Any motor or other source of power for such machinery shall be installed and paid for by the Licensee. The Licensor further agrees to instruct the employees of the Licensee in the proper methods of handling and using such machinery and in working the processes owned by it for the coating of films, and the Licensor further agrees to attach to each of its coating machines a suitable counter to measure the number of running feet of film coated on such machines. Such counter shall be provided with a cover over the dials thereof, and a lock for such cover, and the key to such lock shall be placed in the possession of the Licensee and no officer or agent of the Licensor shall have the right of access to such dials, and the Licensee agrees that such counter and its connection with said coating machine shall not be disturbed, displaced or tampered with in any way.

(4) The Licensee covenants and agrees, during the existence of this agreement, to coat all motion picture films placed on the market by it on such machinery installed by the Licensor and to pay to the Licensor quarterly, within fifteen

(15) days after the first days of January, April, July and October, royalties at the rate of two (2) mills per running foot on all films coated by it during the preceding quarter. The amount of such films so coated shall be determined by the counter or counters attached to the machinery installed by the Licensor and the reading of the counter or counters at the end of each quarter shall be done by a certified accountant who shall be agreed upon by the parties hereto, and who alone, in addition to the Licensee, shall have a right to read such counter or counters. The said certified accountant shall render a statement at the end of each quarter to the Licensee of the amount of film which he finds to have been coated by the Licensee during that quarter, and the Licensee shall make payments of royalties due therefor to the said accountant within fifteen days after the rendition of said statement. The said accountant shall then report to the Licensor the gross amount of royalties collected by him from the Licensee and any other licensees of the Licensor, who may at that time be licensed to use the Licensor's processes and machinery for the coating of films, and the certified accountant shall not reveal in any manner, either directly or indirectly, to the Licensor, or any other of the said licensees, the amount of film coated by the Licensee.

(5) The Licensor further covenants and agrees to keep said machinery in good repair and to aid by its expert advice in overcoming any difficulties which the Licensee may experience from time to time in the coating of its film, and the Licensee covenants and agrees that the employees of the Licensor may have access to the said machinery at all reasonable times for the purpose of inspection and repair.

(6) The Licensee further covenants and agrees to use in the coating of its film, only the coating compound supplied by, and purchased from, the Licensor, and the Licensor agrees to furnish such coating compound as required by the Licensee, such compound being prepared according to the Licensor's latest and best formulae and at a price which shall not exceed \$4. per gallon f.o.b. the factory of the Licensor.

(7) The Licensor further covenants and agrees that it will not, without the consent of the Licensee, grant licenses for the use of its machinery and processes on more favorable terms than those provided in this agreement.

(8) The Licensor further covenants and agrees to use its best endeavors to make license agreements similar to this agreement with each and every manufacturer and importer of motion pictures licensed by the said Motion Picture Patents Company, and further agrees not to so license any manufacturer or importer of motion pictures who or which is not licensed by the said Motion Picture Patents Company, provided that five such licensees of the said Motion Picture Patents Company, including the present Licensee, shall enter into agreements with it, similar to the present agreement. If, however, at any time after one year after the date of this agreement, the Licensor has not in force license agreements with at least five of the licensees of the Motion Picture Patents Company, it shall be at liberty to enter into agreements for the coating of films with other manufacturers or importers of motion pictures. The Licensor further agrees not to coat films for any exchange not licensed by the Motion Picture Patents Company while and so long as it has existing license agreements with

at least five manufacturers or importers licensed by the Motion Picture Patents Company.

(9) It is mutually covenanted and agreed by and between the Licensor and the Licensee that unless sooner terminated as hereinbefore or hereinafter provided, this agreement and the license granted thereby, shall take effect on the date hereof and shall continue until June 20th, 1910, but that the Licensee may renew this agreement and license thereafter from year to year on the same terms, conditions and stipulations, as hereinafter provided, by giving notice to the Licensor on or before the 20th day of March in each year, beginning with the year 1910, of the Licensee's election to so renew this agreement; provided, however, that no royalties for the coating of film shall be paid by the Licensee until the said machinery shall have been completely installed by the Licensor in the plant of the Licensee, and the employees of the Licensee have been suitably instructed by the Licensor as to the coating of such films. This period of instruction shall not, however, exceed fourteen (14) days after the complete installation of the said machinery.

(10) The Licensee covenants and agrees to coat all the films marketed by it after the installation of the machinery of the Licensor, by such machinery, and according to the processes of the Licensor for a period of at least ninety (90) days. It is further agreed by and between the Licensor and the Licensee that at any time after the end of such ninety days the Licensee may give thirty days written notice of its intention to terminate this agreement if it should decide that the product, processes and machinery of the Licensor are so unsuitable for the purposes for which they are intended as to make the further use thereof by the Licensee undesirable commercial-

ly, or, if it should develop that the inventions owned by the Licensor are not so broad and novel as to prevent the manufacture and use by others of the same, or substantially the same, product, processes and machinery without infringement of the patent rights of the Licensor or of others, or if the further use by the Licensee of the inventions owned by the Licensor should become commercially impracticable by reason of the invention or discovery by others, of processes and machinery for coating films, which do not embody any of the inventions owned by the Licensor, and which processes and machinery produce a product superior to, or cheaper than, the product produced by the processes and machinery of the Licensor. At the end of the said thirty days, this agreement and the license granted thereby shall be deemed terminated by the Licensor and the Licensee, unless the Licensor notifies the Licensee within that period of its desire to submit to arbitration the question whether or not the Licensee has unfairly or unjustly arrived at its conclusion in regard to the product, processes and machinery of the Licensor, or of the patent rights of the Licensor or of the advantages of any new processes or machinery, in which case the matter in dispute shall be submitted as soon as possible to three arbitrators, one each to be selected by the Licensor and Licensee respectively, and these two to select the third, and the Licensor and Licensee agree to abide by the decision of the majority of this board of arbitrators.

(11) ~~It is further mutually covenanted and agreed~~  
by and between the Licensor and Licensee, that if, during said original term or during any such renewal period, either party should, knowingly or through gross neglect or carelessness, be guilty of a breach, violation or non-performance of its covenants, conditions and stipulations, resulting in

substantial injury to the other party, and should, for a period of forty (40) days after notice thereof from the other party persist therein or fail to correct, repair or remedy the same then and in such case the party aggrieved may terminate this agreement by giving notice in writing to the guilty party of its intention so to do. It is, however, mutually covenanted and agreed by and between the Licensor and Licensee that if the guilty party should correct, repair or remedy such breach, violation or non-performance of its covenants, conditions and stipulations within the said period of forty (40) days after such notice, and should thereafter knowingly or through gross neglect or carelessness be guilty of a second breach, violation or non-performance of its covenants, conditions and stipulations, resulting in substantial injury to the other party, then, and in such case, the party aggrieved may terminate this agreement by giving thirty (30) days notice in writing to the guilty party of its intention so to do. Such termination of the agreement, however, shall not prejudice either party hereto in the recovery of damages because of any such breach, violation or non-performance by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officers duly authorized to perform these acts the day and year first above written.

*Att. Attest,*

NATIONAL WATERPROOF FILM COMPANY

By

*H. A. Daniels*  
President

EDISON MANUFACTURING COMPANY

By

*Frank E. Ames*  
Vice-President.



REFER TO THIS NUMBER  
IN YOUR REPLY

954

MEMORANDUM

FRANK L. DYER,  
ORANGE, N. J.

November 8, 1909.

Mr. Westee:-

I hand you herewith agreement between the National Waterproof Film Company and the Edison Manufacturing Company, which is the original copy and should be placed on your files.

F. L. D.

FLD/ARK.

April 4, 1910.

Mr. Westee:-

Herewith is a copy of a letter signed by Mr. Dyer today, extending the agreement with the National-Waterproof Film Company another year, beginning June 20, 1910.

G. F. Scull.

GFS/ARK.

THOMAS A. EDISON,  
PRESIDENT.

FRANK L. DYER,  
VICE-PRESIDENT & GENERAL COUNSEL.

C. H. WILSON,  
GENERAL MANAGER.

A. WESTEE,  
SECRETARY & TREASURER.



TRADE MARK  
Thomas A. Edison

IN REPLYING ADDRESS THE COMPANY NOT  
THE INDIVIDUAL AND MENTION THESE INITIALS.

DICTATED TO THE EDISON BUSINESS PHONOGRAPH.

## EDISON MANUFACTURING CO.

MAIN OFFICE AND FACTORY  
ORANGE, N. J.

EDISON PROJECTING KINETOSCOPES AND FILMS.

10 FIFTH AVENUE, NEW YORK.  
304 WABASH AVENUE, CHICAGO.

CABLE ADDRESS  
"KURILIAN, NEW YORK"

ADDRESS YOUR REPLY TO

*Orange, N. J.* April 4, 1910.

National Waterproof Film Company,  
420<sup>0</sup> West Adams Street,  
Chicago, Ill.

Gentlemen:-

In accordance with Paragraph 9 of our License  
Agreement with you, we wish to advise you that we desire  
to continue the agreement for another year beginning June  
20th, 1910.

Your very truly,  
(Ed.) Frank L. Dyer,  
Vice-President.

GFS/ARK.



October 18th, 1911.

Mr. Dyer:-

In reference to Mr Daniel's letter of complaint regarding waterproofing peeling off and blistering, would say, that I have delayed reporting to you while I have been investigating and making tests, I did not find film which would blister as the sample you had but I could peel the waterproofing off some of our film while fresh (not coated very long) but that was to be expected as we have always found this to be so. Then again there is a possibility that the emulsion on inflammable film we are receiving may have something to do with this (as per sample see edges peeling) and cause the waterproofing to act different when thoroughly dried out. I spoke to Mr. Thompson regarding the question of peeling and he thought we should leave the acid out, and use just plain glycerine and water. This is impossible by test which I made today as waterproofing will not hold at all unless acid is used. We went into this matter with Dr. Tessler when we had the trouble before and he agrees that the present sizing bath is what should be used.

Am watching the coating very closely and will keep right after it. Am making tests on using the sizing a little stronger will consult with Dr. Tessler and if it proves any better will use it, sample attached of present coating, would like if possible to get a sample of Chicago waterproofing -

FILM DEPARTMENT,  
per-

6 g gly.

2 1/2

Glacial acetic acid

Sizing bath -

W. L. Johnson

THOMAS A. EDISON, Incorporated

926 /  
October 23, 1911.

Mr. W. A. Daniels,  
4200 West Adams Street,  
Chicago, Ill.

My dear Mr. Daniels:

Yours of the 11th inst. was duly referred to Mr. Jamison of our Film Department, who reports that he thoroughly investigated the conditions and cannot understand why there should be any tendency for the water-proof coating to peel. Possibly changing over from N. I. to inflammable film may have had some slight effect, and at any rate, since the matter has been called to our attention, we will be on the lookout to see that this trouble is minimized.

You say that you are not having any trouble with blistering in Chicago. I wish you would advise us just what you are doing and particularly what the composition of your sizing bath is, so that we can compare it with ours. I wish, also, that you would send me a sample of film water-proofed in Chicago, so that we can make a comparison of this.

Yours very truly,

FLD/IWW

President.

TELEPHONE KEDIC 681

OFFICERS:  
W. A. DANIEL, President  
F. A. THOMPSON, Vice-Pres.  
S. D. BROWN, Secretary  
F. A. BARNES, Treasurer



## NATIONAL WATERPROOF FILM CO.

CAPITAL \$100,000.

MOVING PICTURE FILMS MADE WASHABLE WITH WATER

PROCESS AND MACHINERY PATENTS PENDING  
100-100 WEST ADAMS ST.

CHICAGO. Oct. 24th. 1911.

Mr. Frank L. Dyer, President,  
Thomas A. Edison, Inc.  
Orange, N. J.

My dear Mr. Dyer:

Replying to your favor of the 23rd, if Mr. Jamieson don't know why his waterproofing peels, perhaps he will accept our suggestion that it is because of carelessness.

The small piece of film enclosed, cut recently from an Edison film, shows careless coating, for by holding it to the light, you can see that the coating does not cover the edge of the film, but has a scalloped finish between the sprocket holes.

Our sizing solution is,

2 parts acetic acid,  
20 " glycerine and  
200 " Water.

We enclose a sample of Chicago coating as per request.

Yours truly

NATIONAL WATERPROOF FILM CO.

*Frank L. Dyer* Pres't.

Enc.

WAD-B.

2056B

*film*  
November 2, 1911.

192  
Mr. Jamison:

Mr. Daniels of the Waterproof Film Co. writes me that the only possible explanation he can give for the trouble we have in peeling is carelessness in the operation of the waterproofing machine. Are your men who do this work intelligent and careful? He calls my attention, for instance, to the enclosed small sample, which he says was recently cut from an Edison film, as showing careless coating, for by holding it up to the light you can see that the coating does not cover the edge of the film, but has a scalloped finish between the sprocket holes.

The longer samples of film attached were coated in Chicago and can be compared with our work.

He tells me that his sizing solution is as follows:

|             |         |
|-------------|---------|
| Acetic acid | 2 parts |
| Glycerine   | 20 "    |
| Water       | 200 " . |

How do these compare with our sizing?

FLD/IWW  
Enc-

F. L. D.

Nov. 4, 1911

Messrs. Dyer, Wilson & Fife:

In connection with the one printer for the Home Kinetoscope film, I am advised that this machine is capable of turning out 2000 feet per day. Assuming that we have twenty-five working days until December 1st, and that films may approximate 20 feet in length, we would only have 2500 film on Dec. 1st. This, of course, does not make any allowances for delays or any unforeseen trouble that may arise in connection with the new apparatus.

This brings up the point of completing the work on at least another printer and possibly two printers as this kind of work takes considerable time, don't you think we should endeavor to rush the work on the completion of more printers?

Yours truly,



PW

TELEPHONE REDIC 684.

J. OFFICER,  
W.A. BROWN, President,  
F.B. THOMPSON, Secy.,  
J. BARNETT, Secretary,  
F.C. GARDEN, Treasurer.



## NATIONAL WATERPROOF FILM CO.

CAPITAL \$100,000.

MOVING PICTURE FILMS MADE WASHABLE WITH WATER

PROCESS AND MACHINERY PATENTS PENDING  
4800-4802 WEST ADAMS ST.

CHICAGO, Nov. 21st, 1911.

Mr. Frank L. Dyer, President  
Thomas A. Edison, Inc.  
Orange, N. J.

My dear Mr. Dyer:

Enclosed I hand you a copy of a letter from Mr. H. A. Browne, London, England, who makes us a proposition for our foreign patents, by which we are to receive \$4840.00 cash and \$19,360.00 in shares in Browne's London Waterproof Co. This is not much money, but we should be able to get something out of the shares, hence I have cabled Browne that we would accept.

From my best information Mr. Browne stands very high in the moving picture industry in London, He is interested in a number of institutions, and is a director in the Walfordaw Co. Ltd.

Under the niggardly economy we are practicing here our factory force has consisted for some time of but one man, so looking forward to the necessity of sending this man to England early in January, I have to-day written Mr. Thompson to locate and send us a man named Bob, who was one of the first centers employed by you. Mr. Thompson speaks very highly of Bob's ability in this line, and has never ceased to regret that Mr. Jamison discharged him.

This Company will, of course, have to pay Bob's expenses here, and if you will kindly advance the money, we will send you a check to cover it immediately.

Our outside business is picking up considerably, and we hope the improvement is permanent. To-day we have received five reels from New York, Dante's "Inferno". We did five for the same people some time ago, so they must like the proposition, notwithstanding we charged them one cent the foot.

I have a recent letter from the National Film Distributing Co. asking that I call on them the next time I am in New York. I also have another letter of the same import from the Producers Film Company in New York.

The Melies Film Mfg. Co. have offered us without solicitation the agency for their films here, but as we do not know what

TELEPHONE REDDISH.

OFFICERS:  
W. A. DUNN, President,  
F. A. DUNN, Secy.,  
G. A. DUNN, Treas.,  
G. A. DUNN, Secy.,  
G. A. DUNN, Treas.,  
G. A. DUNN, Secy.,  
G. A. DUNN, Treas.,



## NATIONAL WATERPROOF FILM CO.

CAPITAL \$100,000.

MOVING PICTURE FILMS MADE WASHABLE WITH WATER.

PROCESS AND MACHINERY PATENTS PENDING.  
4200-4202 WEST ADAMS ST.

#2, Nov. 21st. 1911.

CHICAGO.

they will pay, or what they expect of us, the deal has not been finally closed. Mr. John Rock, the present agent, has been notified that they will cease sending their films to him after December 1st. We have for some time been cleaning and waterproofing the Melies samples, as well as all of George Kleine's, and a part of the Vitagraph's.

I hear nothing from our dear friend Mr. J. J. Kennedy, and as time goes by and I review the different interviews he has granted me, together with gossip picked up here and there, I have about reached the conclusion that he has never intended to carry out his promise to either of us.

I recall my visit to Mr. Kennedy regarding his failure to make good his second promise, and that I asked him, point blank, if the Edison connection with our Company was in any way responsible for his delay. He protested so effectively against such an idea, that I got the impression then, that "He doth protest too much", and up to this day I have not been able to entirely eliminate this feeling. I hope I may be wrong, but nevertheless I believe we have waited quite long enough on him, and that we should grow active in other directions.

I had intended to call on you last week, but I got some infection in my eye, and then took cold, so that I have been laid up for a few days with the "bummest pair of lungs" imaginable. The face was swollen beyond recognition. I am glad to say that I have recovered sufficiently to be at the factory this morning.

Yours truly

NATIONAL WATERPROOF FILM CO.

*W. A. Dunn*

Enc.

WAD-B.

[ENCLOSURE]

COPY

London, E.C. Nov. 8th., 1911.

W. A. Daniels, Esqre.  
Messrs. National Waterproof Film Co.  
4200-4208 West Adams St.  
Chicago, U.S.A.

Dear Mr. Daniels,

I have not written to you before as I have been waiting to get my negotiations with the waterproofing Co. more advanced before doing so.

At the present time I have interested some friends of mine in this process and they are willing to go into the business with me provided we can come to satisfactory arrangements with you for purchasing your patent rights.

We should be prepared to pay you £1000 in cash and 14000 in shares for your patents providing we were satisfied that your machine will do what you say it will and that it works satisfactorily, and also that it is possible to waterproof film at a total cost of 5/- per 1000 ft. This latter sum allows 1/6d per 1000 feet for wages, rent and power, and assuming your cost of material for waterproofing is correct, namely 85 1/2 cents per 1000 ft., this should be quite sufficient.

My friends also wish to stipulate before paying in their cash, that such arrangements should be made with the manufacturers that would allow us to have their films a day or two before release date for waterproofing purposes, and that contracts could be made with the renters. Both these questions I think can be satisfactorily answered, as I personally have a considerable amount of influence with the manufacturers, being Chairman of their association. And already, three renting firms are prepared to have their films waterproofed provided they are satisfied that drying the films with the process does what is claimed for it.

On such lines as these, would you be prepared to send us a machine, and a man over to demonstrate your process here?

I may add that the capital of the Company would not exceed £10,000 and the working capital would not be less than £1500. This working capital is rather more than you suggested, but I feel we should have sufficient funds in hand to enable us to run over the early stages of founding this business, we should have to spend a considerable amount in advertising and pushing the process, and it must be taken into consideration that the British



[ENCLOSURE]

- 2 -

manufacturers are rather conservative persons and take a lot of persuading.

If you agree with the general lines of this letter, I shall be glad if you will let me know and I will then push along the formation of the Company.

The scheme I sent me, for very many reasons I find it quite unworkable, and it will be impossible to work it successfully.

Yours faithfully,

(Signed) H. A. Browne.

926

Orange, N. J., Dec. 4, 1911.

Mr. Frank L. Dyer, President,  
Motion Picture Patents Co.,  
New York City.

Dear Sir:

We are the owners of \$50,000.00 of the capital stock of \$100,000.00 of the National Waterproof Film Company, of Chicago. \$65,000.00 of the capital stock has already been issued, comprising the above \$50,000.00 of stock to us and \$15,000.00 to the Edison Company. \$35,000.00 of the capital stock is still in the treasury of the company. The Edison Company has an option to purchase this \$35,000.00 of treasury stock at par.

All the stock so far issued is at present held in escrow by the Northern Trust Company, of Chicago, Ill., but the stock can be delivered if we and the Edison Company consent thereto.

The National Waterproof Film Company owns numerous patents relating to waterproofing, also owns a waterproof plant in Chicago and also owns the waterproofing machines now installed at the plant of the Edison Company.

We herewith give you an option to purchase our \$50,000.00 stock at par provided such purchase is made within thirty days from date.

Yours very truly,

*W. A. Daniels*  
*F. B. Thompson*

THOMAS A. EDISON, Incorporated

926

December 6, 1911.

Mr. W. A. Daniels,  
4200 West Adams St.,  
Chicago, Ill.

Dear Mr. Daniels:

I put up to Messrs. Kenney and Marvin yesterday the proposition discussed between us and persuaded them that we ought to go ahead with the waterproofing proposition.

We have before us the prospect of very heavy expenses in connection with proposed litigations, owing to the fact that the Edison Camera patent was again reissued yesterday. Mr. Kenney is therefore anxious not to expend any large amount in one payment, and he has asked me, therefore, to get you to accept, if you will, the following modification of the arrangement:

The entire issued stock -- yours, Thompson's and ours -- amounts to \$65,000.00. Instead of buying the stock, the Waterproof Company will turn over to the Patents Company all of its patents, contracts, machines, materials and all assets for the sum of \$65,000.00, payable in five annual payments of \$13,000.00 each. The deferred payments will draw interest at the rate of 5% per year.

Mr. W. A. Daniels- 2.

THOMAS A. EDISON, Incorporated

This would therefore pay you and Thompson \$10,000.00 per year for five years and pay us \$3,000.00 per year for five years, with interest on the deferred payments.

In case any default was made on a payment, then the property and patents would be reassigned to the Waterproof Company, whose identity would therefore be preserved.

Upon the payment of the last sum of \$13,000.00 with interest, all the issued stock of the Waterproof Company would be turned over to us, or someone we might nominate, for the sum of \$1.00.

I think you would be fully protected under such an arrangement. I do not for one moment believe that at any time within five years the Patents Company could default on a payment of \$13,000.00; but if it did, the property would be returned to the Waterproof Company intact.

The deferred payments draw interest, so that these amounts practically constitute an investment. At the same time the arrangement makes it a little easier for us to make the payments, and it might be that we could get the licensed manufacturers to take up the process. At any rate if the Patents Company owned the process it would be taken up by the Biograph Company, and we ourselves would waterproof everything, so that it would be given a very fair and complete trial.

I hope you will not turn down this proposition. Mr. Thompson appears to approve it, provided the waterproofing

Form 11.

Mr. W. A. Daniels- 4 THOMAS A. EDISON, Incorporated

will be given a fair show, but he will naturally be guided  
largely by your opinion.

Please keep this matter confidential and let me  
hear from you as soon as possible.

Yours very truly,

FED/LHW

President.

Dec. 11, 1911.

Mr. Dyer:-

Attached hereto is a brief summary of the agreements to be disposed of and those which I believe should be made in order to carry out the Waterproof Company matter. I believe the stipulations which I have enumerated will be sufficient protection to T. A. Edison, Incorporated. It seems to me that the valuable feature of T. A. Edison, Incorporated, controlling practically the stockholders and directors of the Waterproof Company, is sufficient to warrant continuing that Company in its present form. I believe that the further stipulations which I would make in the agreement between T. A. Edison, Incorporated, and Daniels and Thompson, will strengthen the situation and at the same time take care of the disposition of any payments from the Patents Company.

G. F. S.

GFS/ARK.

*If the plan outlined meets your approval, will you kindly advise me, so that I can prepare the paper.*

*G. F. S.*

[ATTACHMENT]

NATIONAL WATERPROOF FILM COMPANY MATTER.

-----  
There are in existence at the present time:

(1) An agreement between BABSON and DANIELS and THOMPSON, covering the formation of the National Waterproof Film Company and the issue of stock therein, under which agreement Babson has the right to nominate three out of five directors of the Company, and Daniele and Thompson limit the voting power of their stock at any meeting of the stockholders to the voting power of any stock which Babson might hold. The agreement further provides that Daniele and Thompson shall name the president and vice-president and Babson the treasurer of the Company, and also that Daniele and Thompson are to be employed by the Company at a minimum salary of \$1500. per annum.

The stock issued under this agreement is to be put in trust and not to be transferred without the consent of all parties. This contract is transferrable to the assignees of Babson:

[ATTACHMENT]

(2) An agreement between BABSON and EDISON personally. This agreement is to protect, generally, Babeon in his connection with the Waterproof Company, but it also provides that he is to get a percentage out of the returns of the Waterproof Company as his compensation; and

(3) A license agreement between the Waterproof Company and the EDISON MANUFACTURING COMPANY. This license agreement is terminable on any June 20th, upon the giving of three months' notice.

PROPOSED NEW ARRANGEMENT.

-----

In order to effectuate the proposed new arrangement there should be:

First: An assignment from Babson to T. A. Edison, Incorporated, of the rights of Babeon in the contract of June 15, 1909, between Babeon, Daniele and Thompson, which assignment should be assented to by Daniels and Thompson..

Second: The assignment of the stock now standing in Babeon's name to T. A. Edison, Incorporated, or its



[ATTACHMENT]

nominees.

(3) The abrogation of the Babson-Edison personal agreement.

(4) A contract between the Motion Picture Patents Company and the Waterproof Company, providing for the purchase of the entire assets of the Waterproof Company and the payment therefor of 1/5 of the purchase money in each of the next five years, with the provision that on the failure of the Patents Company to make such a payment, the assets, and especially the patents, are to be reassigned to the Waterproof Company.

(5) An agreement between T. A. Edison, Incorporated, and Daniels and Thompson, renewing the conditions of the Babson-Daniels-Thompson agreement as to the directors' option on the purchase of the stock and stock-voting, and further agreeing that Daniels and Thompson shall waive all future right to be employed by the Company and the payment of their salaries to cease. This agreement to provide further that all parties agree that payments from the Patents Company after the outstanding debts of the Waterproof Company are paid up shall be immediately declared a dividend on the outstanding stock.

(6) A naked assignment of the patents of the Waterproof Company to the Patents Company.

[ATTACHMENT]

(7) The abrogation or surrender of the license of the Waterproof Company to the Edison Manufacturing Company.

(8) A new license to T. A. Edison, Incorporated, from the Patents Company, providing that the machinery now installed at Orange shall remain here; that the minimum royalty shall be 50 cents per thousand feet with the proviso that this royalty is to be decreased if a license agreement is made by the Patents Company with any other manufacturer for less royalty and is to be increased if license agreements with say, three manufacturers, can be made at a <sup>higher</sup> ~~lower~~ figure. The terms of the license agreement otherwise to be the same as the present one with the Edison Company.

December 11, 1911.

TELEPHONE HIDE444.

OFFICES:  
W.A. DAVIS, President,  
F.A. THOMPSON, Vice-Pres.,  
C.B. JONES, Secretary,  
210 MADISON BUILDING.



## NATIONAL WATERPROOF FILM CO.

CAPITAL \$100,000.

MOVING PICTURE FILMS MADE WASHABLE WITH WATER

PROCESS AND MACHINERY PATENTS PENDING  
4820-4828 WEST ADAMS ST.

CHICAGO, Dec. 23rd, 1911.

Mr. Frank L. Dyer, President  
Thomas A. Edison, Inc.  
Orange, N. J.

My dear Mr. Dyer:

I don't know that I can give you any better Christmas present than to tell you that we have completed a machine for coating your little film, which works perfectly.

We enclose you a small strip of this film after treatment. Should this coating peel it is because we used no sizing, for the reason that our regular sizing machine cannot be used on this little film. However, this is a small matter easily overcome.

With best wishes for a Merry Christmas and a Happy New Year, I remain

Yours truly,

NATIONAL WATERPROOF FILM CO.

*W.A. Davis*  
President.

ENC.

WAD-B.

*Thompson  
Is this  
from  
Nathan*

*This is a very  
fine piece of work.  
The cost is low.*

*Thompson*

THOMAS A. EDISON, Incorporated

926

December 30, 1911.

Mr. W. A. Daniels,

4200 West Adams St.,

Chicago, Ill.

My dear Mr. Daniels:

Yours of the 23rd inst. was duly received, and I must certainly agree with you that the sample of waterproofing of our little film is a very beautiful one.

Mr. Thompson tells me that you are coming down next week, and I am sorry that I shall not be here to see you.

Thanking you for your kind wishes, which I beg to reciprocate, I am,

Yours very truly,

FLD/IWW

President.



# NATIONAL WATERPROOF FILM CO.

CAPITAL \$100,000.

MOVING PICTURE FILMS MADE WASHABLE WITH WATER

PROCESS AND MACHINERY PATENTS PENDING  
1800-1802 WEST ADAMS ST.

CHICAGO, Jan. 31st, 1912.

Mr. Frank L. Dyer, President,  
Thomas A. Edison, Inc.  
Orange, N. J.

Dear Sir:

I am glad to hear that you are back at your desk, and I trust it is with renewed health and pleasure.

Here follows a tentative plan for our future, which would be satisfactory to me, and, I believe, should be to you and your confreres.

The Patents Company, or General Film Company, or individuals controlling one, or both, to subscribe and pay for, at par, the unissued three hundred and fifty shares of treasury stock in the National Waterproof Film Co.

The present stockholders, of the National Waterproof Film Company, (Edison, Thompson, and Daniels) agreeing to sell to said purchaser, or purchasers, of said treasury stock, all of their present holdings (650 shares), at par, at the expiration of five years.

At interim, said shares to be deposited in escrow, with copy of agreement.

A consideration being that the purchaser, or purchasers, should contract with the Waterproofing Company, to waterproof for a term of five years, all licensed films used in the United States. The price to be \$2.50 per reel, or 1/4 of a cent per ft. The Waterproofing Company to establish and maintain one suitable coating plant in Chicago, Illinois, and one in, or adjacent to, New York City. The Waterproofing Company to install, gratis, in each General Film Co.'s exchange, one of their washing machines complete except as to motor (1/8 H.P. necessary, costing from \$15.00 to \$18.00), with the understanding that all waterproofed films shall be washed, at least, every ten days. Additional washing machines to be supplied at cost, (\$75.00 each).

And, as a further consideration (and to me an important one), W. A. Daniels should continue the presidency and management of the National Waterproof Film Co., for the five years term, unless incapacitated by accident, sickness, or death, and that

TELEPHONE HEDIE 854.

OFFICERS:  
W. A. JAMES, President  
F. E. THOMPSON, V. Pres.  
S. S. ARDRE, Secretary  
J. S. ARDRE, Treasurer



## NATIONAL WATERPROOF FILM CO.

CAPITAL \$100,000.

MOVING PICTURE FILMS MADE WASHABLE WITH WATER

PROCESS AND MACHINERY PATENTS PENDING  
4300-4808 WEST ADAMS ST.

CHICAGO.

#2, Jan. 31st., 1912.

the salary for this labor shall be fixed as \$5200.00 per year.

Such an agreement calls for but little immediate investment, and I am sure that the Waterproofing Company can supply, in dividends in the five years, much more than it will take to purchase the six hundred and fifty shares.

The Exhibitors' Association here, is to give a midnight banquet Tuesday next at the Sherman House, and as I am slated as one of the speakers, I am prevented from seeing you earlier than the latter part of next week. In the meantime, I wish you would confer with Mr. Kennedy, and see if something cannot be done on the lines herein suggested. This will give the licensed people an opportunity for exclusively clean pictures, which in my judgment is more valuable to the future of the industry, than any patents you have, or will be able to obtain. Besides, it gives me an opportunity of making a success of this business, which I assure you is more to me than any amount of money.

Yours truly,

NATIONAL WATERPROOF FILM CO.

*H. A. James* - Pres't.

WAD-B.

THOMAS A. EDISON, Incorporated

926

Feb. 2, 1912.

Mr. W. A. Daniels,  
National Waterproofing Film Co.,  
4200 West Adams St., Chicago, Ill.

Dear Mr. Daniels:

Yours of the 31st ult. has been received, and I thank you for your kind wishes.

I cannot present to my associates the plan you suggest, because it is less favorable than the proposition that was rejected by you and which represents, I believe, the maximum that we would care to go.

I am also confident that no plan would be seriously considered that involved the continuance of yourself in charge of the waterproofing proposition or that made it obligatory on the licensees of the Patents Company to waterproof their films.

Mr. Thompson tells me that you will be down here next week, and I will be glad to see you, although I can say very confidently that if you have in mind any proposition that would be more favorable to your interests than the one that was rejected by you

Form 12.

THOMAS A. EDISON, Incorporated

Mr. W. A. Daniels- 2.

you a visit will be quite unnecessary.

Yours very truly,

FED/INN

President.



104  
33/ 42  
OPTION AGREEMENT FOR  
PURCHASE OF STOCK

NATIONAL WATERPROOF FILM CO.,  
MOTION PICTURE PATENTS COMPANY,  
GENERAL FILM COMPANY,  
THOMAS A. EDISON, INCORPORATED,  
WALTER A. DANIELS,  
FREDERICK B. THOMPSON.

DATED, April 24th, 1912.

MEMORANDUM OF AGREEMENT made this <sup>24<sup>th</sup></sup> day  
of April, 1912, by and between NATIONAL WATERPROOF  
FILM COMPANY, a corporation, of Illinois, having its  
principal place of business at Chicago, hereinafter  
referred to as the "Waterproof Company"; NOTION PICTURE  
PATENTS COMPANY, a corporation of New Jersey, having its  
principal place of business in New York City, hereinafter  
referred to as the "Patents Company"; THOMAS A. EDISON,  
INCORPORATED, a corporation of New Jersey, having its  
principal place of business at Orange, New Jersey, here-  
inafter referred to as the "Edison Company"; GENERAL  
FILM COMPANY, a corporation of Maine, having its princi-  
pal place of business at New York City; WALTER A. DANIELS  
of Chicago, Illinois, hereinafter referred to as "Daniels",  
and FREDERICK B. THOMPSON of Orange, New Jersey, herein-  
after referred to as "Thompson"; W I T N E S S E T H

WHEREAS, the Waterproof Company has an author-  
ized capital stock of \$100,000.00, \$65,000.00 issued and  
\$35,000.00 in the Company's treasury, and is the owner  
of various patents, inventions and applications for patents  
for waterproof motion picture films and methods and appar-  
atus for making such films, and is the owner of machinery  
for waterproofing such films, and has no indebtedness ex-  
cept a net balance of about \$4,000.00 due to the Edison  
Company; and

WHEREAS, the Edison Company owns or controls \$15,000.00, Daniels \$31,000.00 and Thompson \$19,000.00 of the capital stock of the Waterproof Company; and

WHEREAS, the Patents Company desires to obtain an option to buy the stock owned by the Edison Company, Daniels and Thompson; and

WHEREAS, the General Film Company desires to try out the Waterproof Company's process of waterproofing to ascertain for itself the desirability of such process commercially.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants of the parties hereto and the sums provided herein, the parties hereto agree as follows:

(1) In consideration of the payment by the Patents Company of \$3,000.00 to the Edison Company, \$8,200.00 to Daniels, and \$3,800.00 to Thompson, receipt of which is hereby acknowledged, the Edison Company, Daniels and Thompson, each hereby gives to the Patents Company an option to purchase for cash at par the capital stock of the Waterproof Company now owned or controlled by each of them, such options to continue for one year from May 1st, 1912. All of such options are to be taken up at the same time, if at all, and at any time during said year, except as hereinafter limited, and when taken up, the sums paid for such options are to be considered as part payment of the purchase price of such stock.

The Edison Company, Daniels and Thompson, for themselves and as stockholders and directors of the Waterproof Company, each agree that during the option period

of one year, or until such option is either taken up or given up by the Patents Company, there shall be no alienation of any patents or inventions or applications for such inventions now belonging to the Waterproof Company, nor shall any rights of any kind be given under such patents, applications or inventions, without the consent of the Patents Company, and further agree that the assets of the Waterproof Company shall be conserved and the business conducted economically by Daniels as president and manager, it being mutually understood that the said Daniels during said option period, or until said option is exercised or given up, is to have a salary of \$100.00 per week. It is also mutually understood and agreed that during said option period and the trial period hereinafter referred to, the Edison Company shall apply its royalties which may accrue under its license agreement with the Waterproof Company to the said indebtedness due it from said Waterproof Company, and that if any of such debt is unpaid when the Patents Company takes up the options hereby given, the remainder of said indebtedness shall continue to be an indebtedness of the Waterproof Company to the Edison Company.

(2) The General Film Company agree that during the option period referred to in Paragraph 1, it will give the system of the Waterproof Company a fair and thorough trial, to satisfy itself of the commercial desirability of such process in its business, such trials being by any methods which the General Film Company may wish and for any number of consecutive months during the year which it may desire, but such trials shall at least include the

waterproofing by the Waterproof Company at its plant in Chicago of all of the new films of one of the branches of the General Film Company in the City of Chicago, and the regular washing of such coated films; and the General Film Company further agrees to pay the actual cost of the waterproofing done for it during said trial period by the Waterproof Company, up to, but not exceeding, Three Dollars (\$3.00) per reel of approximately one thousand feet (1000); and if such actual cost shall exceed Three Dollars (\$3.00) per reel, the Patents Company agrees to pay the balance of said cost. Such actual cost shall be determined by the difference between the total expenses for all purposes of the Waterproof Company during the trial period, less the income of the Company during that period from all sources, except royalties from the Edison Company under its existing license agreement with the Waterproof Company. The General Film Company shall pay the Waterproof Company weekly at the rate of Three Dollars (\$3.00) per reel for all reels waterproofed for it, and at the end of said trial period, the actual cost of such waterproofing, determined as above, shall be made up and submitted to the General Film Company, together with any balance due it by reason of the actual cost being less than Three Dollars (\$3.00) per reel. The Patents Company agrees to lend \$1500.00 to the Waterproof Company on the signing of this agreement, which sum is estimated to cover the average monthly gross expenditures of the Waterproof Company during said trial period, and the Waterproof Company agrees to submit to the Patents Company at the end of each month during the trial period, an itemized statement of its gross expenses and gross income for that month, not including sums advanced during the month by the Patents Company, and not including royalties from the Edison Company, and the Patents Company agrees to pay to the

Waterproof Company on the receipt of such statement, a sum equal to any deficiency arising from the gross expenses exceeding the gross income, the object of this provision being to provide the Waterproof Company with \$1500.00 capital on which to begin its business each month. It is mutually agreed that during said trial period the Waterproof Company will govern its expenditures and conduct its business in accordance with the advice of Frank L. Dyer, of Orange, New Jersey, or in case of his absence or disability, of Geo. H. Spoor. At the end of the trial period, the Waterproof Company shall return to the Patents Company any unexpended portion of the \$1500.00 loaned by the Patents Company.

The General Film Company may terminate said trial period at the end of any calendar month on ten days' written notice to the Waterproof Company, and agree to serve a copy of said notice on the Patents Company at the same time. And the Patents Company agrees that it will, at the end of the trial period as determined by said notice, either take up or give up the options to purchase the stock of the Edison Company, Daniels and Thompson, irrespective of whether such trial period shall be terminated before the end of the option period of one year or not.

This agreement shall bind and inure to the heirs successors, and legal representatives of the parties heret

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed the day and year first above written.

NATIONAL WATERPROOF FILM COMPANY  
By W. H. Daniels

President

Attest:

Arthur Cohen  
Secretary.

MOTION PICTURE PATENTS COMPANY,

By Frank L. Dyer

President

Attest:

THOMAS A. EDISON, INCORPORATED,  
By

Attest:

Frank T. Ryan  
President.  
E. Duggan  
Secretary.

GENERAL FILM COMPANY,  
By

Attest:

W. H. Ryan  
Secretary.  
J. J. Kennedy  
President.

Witnesses for Daniel  
and Thompson

George F. Acell

Walter A. Daniel  
Fredrick B. Thompson

AGREEMENT.

# 3

between ~~626~~ *334*  
THOMAS A. EDISON,  
THOMAS A. EDISON, INCORPORATED,  
WALTER A. DANIELS,  
FREDERICK B. THOMPSON,  
NATIONAL WATERPROOF FILM CO.

Dated: May 14, 1913.

*in l. b. l.*

*T.A.E. signed*

*signed by T.A.E.*

DELOS HOLDEN  
COUNSEL  
ORANGE, NEW JERSEY

ONE THOUSAND THREE HUNDRED AND SEVENTY-THREE AND NO/100 DOLLARS

*1334*

*signed by  
The T.A.E.*

*note  
signed by  
m. e.*



MEMORANDUM OF AGREEMENT entered into this 14<sup>th</sup> day of May, 1913 by and between THOMAS A. EDISON of Llewellyn Park, West Orange, New Jersey, first party, THOMAS A. EDISON, INCORPORATED, a corporation of New Jersey, second party, WALTER A. DANIELS of Chicago, Illinois and FREDERICK B. THOMPSON of San Francisco, California, third parties, and NATIONAL WATERPROOF FILM COMPANY, a corporation of Illinois, fourth party; WITNESSETH that

WHEREAS, first and second parties are the owners by assignment of the interest of Frederick K. Babson in an agreement dated June 15, 1909 between said Frederick K. Babson and said third parties, and

WHEREAS, said fourth party was formed in accordance with the provisions of the said agreement of June 15, 1909, and the stock thereof is owned as follows: third parties 500 shares, first and second parties 150 shares, said stock being on deposit with a trustee, to wit: Northern Trust Company of Chicago, in accordance with the provisions of the aforesaid agreement, and

WHEREAS, said fourth party is the owner of the entire right, title and interest in and to certain United States patents relating to the waterproofing of motion picture films and including patents Nos. 939,350, 939,396, 960,437, 970,972 and 987,092, and did by an agreement dated July 6, 1909 grant a license thereunder to Edison Manufacturing Company, a corporation of New Jersey, which license is owned by said second party, and

WHEREAS, certain apparatus to be used for the coating of motion picture films has been installed by said fourth party in the manufacturing plant of said second party in accordance with the terms of said license of July 6, 1909, and

WHEREAS, it is the desire of all the parties hereto that the aforesaid agreements of June 15, 1909 and July 6, 1909 be cancelled and terminated and a new agreement entered into with respect to the aforesaid rights and property,

NOW, THEREFORE, the parties hereto have agreed as follows:

1. It is hereby agreed by and between the parties hereto that the said agreements dated June 15, 1909 and July 6, 1909 be and the same are hereby cancelled and terminated and all rights thereunder of each of the parties hereto extinguished as of the date hereof.

2. The fourth party agrees to grant unto the second party a license to make for its own use only and to use the inventions of said patents Nos. 939,350, 939,396, 960,437 and 970,972 and each of them and all other patents of the United States now owned by the fourth party, except patent No. 987,092 and patent No. 1,019,589. Fourth party further agrees to grant to second party a license to make waterproof films embodying the inventions of said patent No. 987,092, and also a license to use and sell said waterproof films made under said license throughout the United

States and all foreign countries, and the fourth party does further agree to grant unto second party the right and authority to impose all such terms, restrictions and conditions as it may see fit with respect to the use, rental and sale by vendees and leasees of the aforesaid waterproof films produced by second party in accordance with the terms of such license, and agrees that whenever any of said terms, restrictions or conditions are violated or about to be violated, second party shall have the right to bring suite upon said patent No. 987,092 in its name to restrain such violation, but the entire expense thereof shall be borne by the second party. All of the licenses which are to be granted hereunder shall be irrevocable by the fourth party during the lives of the respective patents, shall be without payment of royalty, and shall be non-transferable by the second party except to its successors in business, and said licenses shall be strictly limited to the manufacturing operations of second party or its successors, ~~and~~ including the making of the negatives from which the films to be coated are printed, and the use of the aforesaid patents or any of them for the coating of films of other make than that of second party and its successors is specifically prohibited. Said licenses shall not be limited to films of any particular size, but shall include motion picture films of all sizes.

3. The first and second parties hereby assign, transfer and release unto the fourth party the aforesaid one hundred and fifty (150) shares of the capital stock of said fourth party now owned by the first and second parties and on deposit with said Northern Trust Company, as aforesaid.

4. The fourth party hereby sells, assigns, transfers and releases unto the second party all machinery and apparatus belonging to it and which have heretofore been installed and used in the manufacturing plant of the second party under the aforesaid licence agreement of July 6, 1909, together with all claims for royalties due at the date hereof under the said licence agreement of July 6, 1909.

IN WITNESS WHEREOF, all parties hereto have caused these presents to be executed in quintuplicate the day and year first above written.

Thos A Edison

THOMAS A. EDISON, INCORPORATED,

By Thos A Edison

President.

Attest:

J. P. McGraw  
Secretary.

Walter A. Daniels

Frederick B. Thompson

By Walter A. Daniels

his agent and attorney in fact.

Attest:

Austine Nelson  
Secretary.

NATIONAL WATERPROOF FILM COMPANY

By Walter A. Daniels

President.

May 29, 1913.

626

Messrs. ~~Eckert~~, Berggren, Gall, Jamison, Ward, Leeming, Pelzer,  
Maxwell.

We have made arrangements with the National Waterproof Film Co. of Chicago whereby the waterproofing machines now installed in our plant are to belong to us and we are to have the waterproofing rights during the life of the patents for waterproofing such films as we desire to waterproof for our own use, but not for anyone else.

We have also arranged so that the matter of paying them a royalty for waterproofing has been discontinued.

This means that such waterproofing machinery as is installed can be used either for waterproofing or such other purposes as we desire, and you may govern yourselves accordingly.

I think it advisable to continue waterproofing the small film for a time, but not to start in again on the large film.

If we can use the other machinery for drying purposes, we should do so.

CHW/IWW

C. H. W.

June 11, 1913.

Mr. A. F. Galli:-

The following is inventory of Coating Apparatus in  
Home P. K. Plant:

|        |   |   |       |
|--------|---|---|-------|
| 500.00 | 1 | Waterproofing Machine                           | #12   |
| 125.00 | 1 | Large size Waterproof for Standard size<br>Film |       |
| 125.00 | 1 | Small size Waterproof for Baby Film             |       |
| 30.00  |   | Electric Motor                                  | #4346 |
| 15.00  | 1 | Air Tank and Gauge, Standard Mfg. Co.           |       |
|        |   | <del>2</del> Brushes                            |       |

Sufficient Tape for one Machine

*This is included in first item.*


---

795.00 Total cost of above machines.

C. NICOLAI

Mr. Jamison's Plant

626

June 11, 1913.

|         |              |   |          |
|---------|--------------|---|----------|
| 1000.00 | 2            | Coating Machines  | #10 & 11 |
| 250.00  | 2            | Waterproofers Complete  |          |
| 100.00  | 2            | Bath Machines Complete  |          |
| 100.00  |              | Sufficient Tape for one Machine   |          |
|         | <del>1</del> | <del>Tape of other Machine missing</del>  |          |
|         | <del>2</del> | <del>Rolls of Tape, outside</del>   |          |
| 10.00   | 2            | Extra Trays for Waterproofer and several Side Bars, used for connecting Machines together, also                   |          |
| 100.00  | 1            | Air Compressor, Granite 1581, made by Foster & Hosler   |          |
| 15.00   | 1            | Large <sup>Roller</sup> Roller for Air Tank   |          |
| 110.50  | 1            | DC Motor 4214, three horse-power, 925 R. P. M. 220 Volts, 12 Amperes, used for supplying Air to Washing Apparatus |          |
|         |              | Sufficient weights for two Machines   | This is  |

*included in first item.*

*1685.50 Total cost of above machines.*

C. NICOLAI

Mr. Geering  
Luther

Nicola  
W. L. G.

Are you all  
J. G. S.

626

Now Nicola or some one give me  
an appraisal of this apparatus. We have  
made a deal whereby it becomes our property  
in order to make an entry. I must have  
value. Let me know.

MRG 4/1/15



Nov 4

3000<sup>00</sup>

626

Mrs. Larson

you paid \$15,000<sup>00</sup> for your  
Waterproofing Co stock and I think it appears  
on your books.

We now own all the machinery  
which is used in waterproofing and Nielsen  
estimates the value of same at \$1685<sup>12</sup>.

Shall Harry Miller charge us with  
the \$15000<sup>00</sup> and we write off to O & C the  
difference between \$15000<sup>00</sup> & \$1685<sup>12</sup> or  
shall we write off the entire amount.  
Mrs. Nielsen thinks we should charge the  
\$15000<sup>00</sup> to experimenters

charged \$15,000<sup>00</sup>  
to E Incorp - This  
process we will use  
on Sunell Pic fab  
& is worth it

ME 7/11/47  
Change difference between  
\$15,000<sup>00</sup> & \$1685<sup>12</sup> to Harry Miller  
8/27



**Motion Picture Patents Company Records  
Newspaper Clippings (1908-1912)**

This folder contains originals and photocopies of newspaper articles from the period 1908-1912. The selected items relate to Edison's attendance at an honorary dinner at the Plaza Hotel in New York City in December 1909; his appearance with MPPCo executives in a motion picture that was made as a souvenir for the occasion; and his expected income from motion picture royalties.

Less than 10 percent of the documents have been selected. The unselected clippings primarily concern the formation of MPPCo and related litigation.



DEC 26 1911

## Enormous Income for Thomas A. Edison at Stake

ON PATENTED FILMS

**Formal Decision in His Favor the Beginning of a Case That Will Go to the Supreme Court.**

Mr. Thomas A. Edison is making his final stand in the United States courts for royalties on all perforated moving picture films. Heterodox Mr. Edison and the Motion Picture Patents company, sometimes referred to as the motion picture trust—half the stock of which Mr. Edison owns—have been since 1908 in a legal battle from which Mr. Edison has been reduced from half, or perhaps less than half, of the moving picture exhibitors. The income to the Motion Picture Patents company has been about \$20,000 a week. If Mr. Edison is victorious, the headliner ligation on his moving picture royalties, it is said, will jump to at least \$50,000 a week, perhaps more, for the life of the patents, says the New

The investor has been successful in the first step of the litigation designed to create an independent exhibitor in Sunday in the Supreme court. Of the District of Columbia the presiding Justice notified; the Motion-Picture Patents company and the Chicago Film Exchange, which had been sued by Mr. Edison's company for infringement of patent; that he would give a verdict for the plaintiff. No opinion was handed down. An appeal will be taken to the Court of Appeals of the District of Columbia, and from there the case will go undoubtedly to the Supreme Court of the United States for final solution.

Edison is not a talk moving picture man, and he is not deeply interested in the local fight and the national conferences were held recently by representatives of concerns that have been using perforated films and that have desired to pay royalties to the Edison patents. He says, however, that the Edison patents were invalid. The present litigation, they say, means everything to the independent interests. If Mr. Edison wins, he will be able to forbid any picture house from showing anything that is not a percentage. If he had a perforated film could be operating. At that event, without a royalty to Mr. Edison, and moving picture men say that it is impossible to get good results without a percentage.

A National Motion Picture Com-

D  
1912 "Motion Picture —  
General"

brought suit against the Chicago Film Exchange, a small company with headquarters in Chicago. The suit was brought in the Supreme Court of the District of Columbia because the Chicago Film Exchange had maintained a local agency in Washington. Evidence had been worked up against the concern by Mr. Edison's representatives and it was the purpose to make a test case.

Counsel for the Chicago concept argued that the Motina Picture Patent Company is the creator and expression and instrument of an unlawful conspiracy in restraint of trade; that it held only a bare legal title to the patents in suit; that it doesn't make or sell or, in any way, exploit the pictures; that the defendants' picture film, either positive or negative, is a copy of the original; that the defendants' counsel that the Chicago concept is a small concern, with no capital, doing a small business in Chicago, but that the Edison people, finding that the concern had temporarily established an Eastern collection agency in Washington, chose to bring the suit here to the great hardship of the suit.

The defense also contended that it was Louis A. A. D. Duquesne, a Frenchman, who patented the way nearly 50 years ago in 1834 to make motion pictures. Duquesne, who proposed to utilize photography for the purpose of obtaining series of accurate representations of an object in motion; the series were unlimited in extent and exhibited to the eye by the aid of a moving tape-like apparatus. At that time, of course, the art of photography was not developed as

[illegible]

**Motion Picture Patents Company Records  
Trade Journals (1908-1912)**

This folder contains correspondence and other documents relating primarily to advertising. Most of the letters are by Frank L. Dyer and representatives from *Moving Picture News*, *The Moving Picture World*, *The Nickelodeon*, and *The Show World*. Included are letters pertaining to the advertising policy of the Edison Manufacturing Co. and the first issue of *The Kinetogram*. There is also a letter to Edison from Melville E. Stone of the Associated Press regarding its coverage of a court decision involving Edison's motion picture patents.

Less than 50 percent of the documents have been selected. The unselected material includes correspondence and clippings.

575  
M. P. Patents Co

Mr. (F. L. Dyer:

Referring to the attached, I think it wise that you make reply to this communication, if you consider it necessary to do so. Personally, I think the better plan would be to suggest to these people that they do not answer it, as, of course, we do not want to discuss our legal matters in the public press. I have not answered the communication in any way.

5/18/08.

W. B. Gilmore.

Enc-A

M

[ENCLOSURE]

THE  
**Moving Picture World**

The only Independent Newspaper in America Devoted Exclusively to the Interests of Manufacturers and Operators of Animated Photographs, Cinematograph Projection, Illustrated Songs, Vocalists, Lantern Lecturers and Lantern Slide Makers

Weekly, 10 cents per copy

\$2.00 per year

J. P. CHALMERS, Manager

THE WORLD PHOTOGRAPHIC PUBLISHING COMPANY, 361 BROADWAY, NEW YORK  
P. O. BOX 450, NEW YORK CITY

May 16, 1908.

Edison Mfg Company,  
Kinetograph Dept,  
Orange, N. J.

Dear Sirs:-



We received from Edward Schneider the enclosed affidavit with a request that we publish it in the "Moving Picture world." In publishing any matter of this nature, we always like to present both sides of the story, and will be pleased to have a statement from you for publication in the same issue as this appears.

To tell the truth, we have no desire to give up our space to the discussion of the legal aspects of the motion picture situation, but when one of our customers make such a request, we cannot very well refuse it without laying ourselves open to the charge of partiality.

However, we have plenty of other matter which we think would be more interesting to our readers, and if you have any decided objections to our publishing the enclosed article, we will find some excuse to make to Mr. Schneider for not complying with his request.

Yours respectfully,

MOVING PICTURE WORLD

*J. P. Chalmers*



**[ENCLOSURE]**

**M P WORLD—Three**

## EDISON VS. SCHNEIDER

We have received the following copy of an affidavit filed by Eberhard Schneider in answer to a bill of complaint charging him with the infringement of certain patents belonging to the Edison Company:

UNITED STATES CIRCUIT COURT,  
SOUTHERN DISTRICT OF NEW YORK.  
TIMOTHY E. KIMMEL, Plaintiff.  
vs.  
JAMES H. HANCOCK, Defendant.

EDMUND SCHNEIDER, Sales Manager of  
American Chromatograph Company and Ger-  
man-American Chromatograph and Film Co.,  
Baltimore, Md.

State of New York,  
County of New York,

I am the defendant in this suit and I reside in New York City. This suit has been pending for more than three years and all of defendant's testimony was completed more than two years ago, so I am informed by counsel and verily believe.

[illegible][illegible]

The page 3 of the same issue appears the first part of an article on the

any subject, in which it says that the suit "has been determined favorably to the Wilson Manufacturing Company." An article shaller in the last newspaper is another trade paper, "The Morning Post," which, in an issue of the 11th inst., says, "The Wilson Manufacturing Co. have secured a patent for a new kind of shoe sole, and it is a pity that the public are not made aware of it. I have at all times been desirous of doing so, but have not been able to do so. I believe that the Wilson Company does not desire to adjust the case against me to trial—nor any case to trial if it can be avoided. On the other hand, if the case against me is to be left pending as it is and advertisements of the chamber suit forth move any to be made and supported as they have been by copies of the same articles posted in pamphlet form and sent to the trade generally, very great injury will be done to me."

One of the concerns alluded to with the owner of the patent in suit, as a member of the "Film Service Association," is the firm of Pallas Press. This concern has taken advantage of the suit to revivify interest and the advertisements of them by the Edison Company by issuing advertisements of the

"Don't fail to see **Pathe Freres films**, otherwise your leisure will be taken away from you. Our films are fully protected by patents, and as such can be brought against you for using **Pathe films**. Our films are sung only by members of the **Film Service Association, Pathe Freres.**"

Another statement that has been circulated extensively, among other lies in the "Show World," a trade paper, of the issue of March 28, 1906,

Under the heading "Edison Company Brings Suits," stated:

It is stated emphatically that these suits are being pressed upon the public. There is no question, say national leaders who are following the progress of the case, but that the Edison Company's position is an undeniably powerful one. Still, they believe that the public will bring the case to a speedy hearing, and according to authorities, the result will be a favorable conclusion. In the meantime the Edison Company is taking every step in every State in the Union, so as to bring action against all of the Edison stations, as best as is practicable, simultaneously.

has in the course of threatening and intimidating competitors of the Edison interests had been the heading of statements in various trade papers with this heading: "Statement Given that by the Edison Company, Frank Dyer, the Edison General Counsel, Remarks on the Present Situation." This has been followed by a long statement, starting as follows: "While in Chicago this week Frank L. Dyer, general counsel for the Edison Company, gave out the following regarding the existing controversy as to the patent situation in the moving picture industry:"

[illegible]

The statement just referred to appeared in the trade paper called "Variety" for March 14, 1908, in the Chicago "Journal," a daily newspaper, for March 20, 1908, and substantially the same thing was in the "New York World" on March 23, 1908, and it has been repeated variously, with

EDWARD SCHNEIDER,  
100 East Twelfth street, New York

M. LAWREN DYER,  
Notary Public (G),  
N. Y. Co., N. Y.

TELEPHONE HARRISON 3014

*E. J. Mock*

**THE NICKELODEON**

ELECTRICITY MAGAZINE CORPORATION  
PUBLISHER  
MONADNOCK BUILDING

*Chicago* June 16, 1909

Mr. Frank L. Dyer,  
Orange, N. J.

My Dear Mr. Dyer:--

*Wanted to let me see your opinion of this paper*

In addressing you upon the subject of advertising we do not mean to go over the head of Mr. McChesney. But we do not seem to be able to interest Mr. McChesney, whose opinion, or rather excuse is, that there are too many publications already interesting themselves in the subject of motion pictures.

We have not deviated from our original plan to establish a creditable journal representing the motion picture industry. We feel sure that you have observed the progress made during the past six months and unless you are a rare exception the impression has been favorable. Our ambition is to start the second volume by increasing the number of pages of text. We have not been satisfied with the size of our publication. The size has been restricted, owing to the great tax of paying three cents for each copy mailed and the very limited amount of advertising we have had.

Film makers have denied us any patronage and it is something difficult for us to understand. We appeal to you in person for an explanation. Can you offer a suggestion that will help us secure the patronage The Nickelodeon must have to be truly representative of the enormous industry it represents?

We realize that the chaotic condition of the film business is due largely to your own efforts in licensing certain manufacturers.

RECEIVED  
JUN 17 1909  
FRANK L. DYER.

F.L.D--2.

We understand the whye and wherefore of Mr. Murdock's attempt to "corner" the product of those manufacturers who were not taken under the protecting wing of the Patente Company. Six months has taught us a number of things and for six months we have continued to pour some money into a venture which is not pleasing, because it promises so little--even by way of encouragement for the future.

You occupy a place which could be used in extending us the patronage of both the Edison Manufacturing Company and the dependable patronage of the Motion Picture Patente Company. We mean by this, that the Patente Company business is something that comes to us one month in one proportion; another month in another proportion; and sometimes not at all.

Please pardon us for bringing these things to your attention, but we feel that we have done penance long enough to merit some substantial recognition on the part of those who are largely masters of the situation.

Yours very truly,

THE NICKELSON

per 

ZM1/MSR.

685

July 27, 1909.

The Nickelodeon,  
Monandnock Block,  
Chicago, Ill.

Gentlemen:-

I have taken up the matter referred to yours of the 15th inst. with Mr. McChesney, Manager of our Advertising Department. As a result of an agreement reached between Mr. McChesney and Mr. Dyer before the latter left for his vacation, it has been decided that the advertising of the Edison Manufacturing Company shall be restricted rather than extended hereafter, so far as trade papers are concerned. This company has just published the first number of the "Edison Kinetogram", copy of which I enclose, which will take the place to a large extent of advertising in trade papers. The small amount of advertising in addition to this which the company may do, will be confined to one or two of the older and longer established papers.

In view of this it will be impossible for this company to place any advertising in your paper.

Yours very truly,

GFB/ARK.

Assistant & Vice-President.

*M. P.*  
*Pat*  
*Sir: Due to me*  
*when recd. from*

80 FIFTH AVENUE  
NEW YORK

December 30th, 1911.

Mr. Thomas A. Edison,  
Valley Rd. & Lakeside Ave.,  
Orange, N. J.

JAN 2- 1912

*Ans 1/8/12*

Dear Sir:-

With the compliments of the M. P.  
Publishing Company, I am sending you by ex-  
press Bound Volume #2 of the Motion Picture  
Story Magazine.

Please acknowledge receipt of this  
volume.

WP/EHS

*you're in*  
*Ans. 1/2/12*  
*and up to*  
*MS*  
*1604*

MELVILLE E. STONE, SENIOR MEMBER

**CHARLES H. TAYLOR,**  
BOSTON CLUB,  
FIRST VICE-PRESIDENT.

CRAWFORD HILL,  
Denver Republican,  
SECOND VICE-PRESIDENT.

J. B. YOUNT, MEMBER

### DIRECTORS.

THOMAS A. BARNHART, NEW BRUNSWICK FREEPRESS  
HERMAN BARNETT, NEW YORK TIMES BUREAU  
VICTOR E. BARNHART, CHICAGO PULSE PRESS  
CHARLES A. BARNHART, PITTSBURGH DISPATCH  
SILVER L. BARNHART, CHICAGO CONSTRUCTION  
CHARLES H. BARNHART, ST. LOUIS REPUBLICAN  
FRANK E. BARNHART, WASH. POST & TRIBUNE  
ADOLPH L. BARNHART, NEW YORK TIMES  
W. H. BARNHART, WASHINGTON BULLETIN  
FREDERICK BARNHART, PORTLAND JOURNAL  
W. R. BARNHART, BOSTON CITY STAR  
W. S. BARNHART, BOSTON HERALD  
J. G. BARNHART, NEW YORK TIMES  
AL. BARNHART, NEW YORK TIMES  
W. L. BARNHART, NEW YORK TIMES

The Associated Press.

GENERAL OFFICE,

December 10, 1975

Worm

Thomas A. Edison, Esq.,  
Orange, N. J.

My dear Edison,

I have yours of December 9 regarding accounts that appeared in some newspapers concerning a decision of the District of Columbia Court of Appeals in the matter of the "Moving Picture" cases. I am glad to say that The Associated Press sent out a despatch which exactly reflects your statement that the decision of the Court was that you could not claim the film patents but that your work in the development of motion pictures lay in the development of the camera apparatus. I

While I would be very happy to assist you in correcting the statements made by despatches from other sources, it would not be justice to you or to us to correct a statement which we did not handle and which probably went to very few papers as compared to the number that received the despatch of The Associated Press.

Strongly young

Sincerely yours,  
Melville E. Stone  
General Manager

ENCLOSURE

[ENCLOSURE]

Copy.

Washington: Dec. 2.---Thomas A. Edison was held not to have been the inventor of the moving picture film by the Court of Appeals of the District of Columbia to-day, which reversed a decision of a lower court granting an injunction and damages to Edison's assignees against a film company of Chicago. The court held that moving picture film was neither discovered nor produced by Edison, but by a manufacturer of photographic supplies, and that Edison's work in the development of motion pictures lies solely in the camera apparatus.

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**MOTION PICTURE PATENTS COMPANY RECORDS  
INDIVIDUALS**

These records consist of correspondence and other documents authored by or sent to Frank L. Dyer, John W. Farrell, John Hardin, and other officials in the Edison Manufacturing Co. and Thomas A. Edison, Inc. Other correspondents include Dwight Macdonald, general manager of MPPCo, and Percival L. Waters of the Kinetograph Co. of New York. Many of the documents relate to competition between the licensed and independent film exchanges.

The selected folders are arranged in the following order: (1) Dyer, Frank L. (1908-1912); (2) Farrell, John W. (1908-1910); and (3) Hardin, John (1908-1909).



**Dyer, Frank L. (1908-1912)**

This folder contains correspondence and other documents authored by or sent to Frank L. Dyer, vice president of the Edison Manufacturing Co. and later president of Thomas A. Edison, Inc. Among the other correspondents is William E. Gilmore, Dyer's predecessor as vice president of the Edison Manufacturing Co. Many of the letters relate to competition between the licensed and independent film exchanges. Other items pertain to the appointment of Dyer as president of the Mexican National Phonograph Co.; the resignation of Dwight Macdonald as general manager of MPPCo.; a price agreement between George Eastman and the Organization of European Film Manufacturers; and the federal government's antitrust suit against MPPCo. In addition, there are letters dealing with trademarks and advertising; a recommendation regarding the addition of Edison's name at the end of films; and a list of proposed guests for a 1910 dinner in Edison's honor. One undated memorandum, probably written in 1909, pertains to experiments by Daniel Higham on a combined phonograph-projector.

**Farrell, John W. (1908-1910)**

This folder contains correspondence and other documents authored by or sent to John W. Farrell, an employee in the Kinetograph Department of the Edison Manufacturing Co. Other correspondents include Frank L. Dyer and George F. Scull. The documents deal mainly with MPPCo manufacturers' meetings and evaluations of projecting machines.

**Gilmore, William E. (1908) [not selected]**

This folder contains a few letters addressed to William E. Gilmore, vice president of the Edison Manufacturing Co. The correspondence is by John Hardin of the Edison Manufacturing Co. and by Legal Department employees Frank L. Dyer, Herbert H. Dyke, and William Pelzer. Included are documents concerning motion picture licenses and litigation.

**Hardin, John (1908-1910)**

This folder contains correspondence between Frank L. Dyer and John Hardin, the western representative of the Kinetograph Department of the Edison Manufacturing Co. The documents relate to the manufacture, distribution, and exhibition of motion pictures. Also included are letters pertaining to censorship and litigation.

**Macdonald, Dwight (1909) [not selected]**

This folder contains correspondence between Frank L. Dyer and Dwight Macdonald, attorney and general manager of the Motion Picture Patents Co. The letters relate to film exchanges, theater licenses, price policies, and litigation.

**Stevens, Walter (1908-1909) [not selected]**

This folder contains correspondence, mainly letters of transmittal, to and from Frank L. Dyer, George F. Scull and Walter Stevens, manager of the Foreign Department of the National Phonograph Co. and Edison Manufacturing Co.

**Waters, Percival L. (1908-1909) [not selected]**

This folder contains correspondence to and from Frank L. Dyer, George F. Scull and Percival L. Waters of the Kinetograph Co. of New York. The letters concern exhibitors and exchanges.

**Motion Picture Patents Company Records  
Dyer, Frank L. (1908-1912)**

This folder contains correspondence and other documents authored by or sent to Frank L. Dyer, vice president of the Edison Manufacturing Co. and later president of Thomas A. Edison, Inc. Among the other correspondents is William E. Gilmore, Dyer's predecessor as vice president of the Edison Manufacturing Co. Many of the letters relate to competition between the licensed and independent film exchanges. Other items pertain to the appointment of Dyer as president of the Mexican National Phonograph Co.; the resignation of Dwight Macdonald as general manager of MPPCo.; a price agreement between George Eastman and the Organization of European Film Manufacturers; and the federal government's antitrust suit against MPPCo. In addition, there are letters dealing with trademarks and advertising; a recommendation regarding the addition of Edison's name at the end of films; and a list of proposed guests for a 1910 dinner in Edison's honor. One undated memorandum, probably written in 1909, pertains to experiments by Daniel Higham on a combined phonograph-projector.

Approximately 30 percent of the documents have been selected. The unselected material includes letters of introduction, employment applications, and meeting announcements. Other unselected items deal with exchange licenses, market competition, complaints about Dwight Macdonald, congressional revisions of the patent statutes, and the antitrust suit. There are also reports concerning movie houses in Bridgeport, Connecticut, and the American Graphophone Co.'s factory in Bridgeport.

501

April 14, 1908

Wm. E. Gilmore, Esq.,  
c/o The Homestead,  
Hot Springs, Va.

My dear Mr. Gilmore:-

I have looked over the numbers of the Moving Picture World from February 22nd to April 11th inclusive, and while I find a number of unfair statements, the paper does not impress me as being vicious in any sense. They seem to be very anxious to have us put in some advertising matter, and if that is done I think the paper will be at least impartial, which of course, is all that we can ask. I recommend that one or two pages be taken under some arrangement that will permit the order to be immediately cancelled, if necessary. It seems to me that under present conditions we ought to have the trade press as friendly as possible, rather than have a bitter and vindictive enemy against us. The paper seems to be well printed and its general get-up is attractive. If you will approve this suggestion, I will put the matter to Mr. McChesney to conclude arrangements.

Yours very truly,

FLD/ARK

General Counsel.

Gelmore

511



April 18/98

Dear Mr. Ogden:

Letter of the  
14<sup>th</sup> at hand. Let me say  
I am pained, but do not  
hesitate to give "Moving  
Picture World" and  
"as" One page will  
be sufficient. I  
do not think Moore  
has any personal  
objection to it <sup>as I</sup> ~~as I~~  
want to keep them  
from making unfair  
statements. Let  
Contract take effect.

about May 1<sup>st</sup> 1908.  
Played at golf for  
the first today -  
did fairly well -  
I am tired and  
fatigued all the  
time - The rest  
will be beautiful  
unless I ~~feel~~ feel  
fine in two weeks  
I shall doubtless  
remain a thing  
It rained all of  
yesterday but today  
is fine -

Sincerely yours

W. B. Wilson  
J. L. Dyer & Co.  
Columbus, Ind.

501

April 18, 1908.

Mr. William E. Gilmore,  
The Homestead,  
Hot Springs, Va.

My dear Mr. Gilmore:-

Yours of the 15th instant has been received and I am very glad to hear that you are having a good time and are taking up golf. As you become interested in the game you will find that it will be the finest thing in the world for you, as it keeps a person out in the air and the exercise is comparatively mild. I have been playing now for almost ten years and although I am still in the duffer class my enthusiasm is as great as ever.

Regarding the "ad." in "The Moving-Picture World", I will take this up with Mr. McChesney and if the prices are all right and Moore ~~has~~ no violent personal objections I will arrange for a page, as you suggest.

Regarding the moving picture situation generally, I have had two conversations with Berst, one with Gaumont, two with ~~Walters~~ and one last night with the Executive Committee of the Association.

Mr. W.E.G.

(2)

4/18/68

You have not exaggerated Berst's position.

He is certainly very uneasy and I think his business is in a bad way. He seems to feel that trouble is due to the price-schedule which permits unlicensed films to be rented by outsiders at low prices and is very anxious that the price-schedule should be abolished in order that exhibitors would be able to put out his films at any price. He does not seem to realize that all the American manufacturers are doing more business than ever before; in fact, I was told last night that Selig's business has increased over 100 per cent. Of course, the trouble with Berst is that he cannot expect any considerable number of exchanges to put in standing orders for all of his prints, and so long as he keeps up this policy he will drive the business away from him. This will be so whether the schedule is maintained or not.

In my talks with Watters I found that he objected to the schedule for the reason that no one wants to pay more for service than the schedule prescribes when, as a matter of fact, a "first-run" picture is worth much more. On the other hand there is a good demand for films even when quite worn, from Summer parks and places of that kind that cannot afford to pay the schedule price. In other words, Watter's position is exactly the opposite of Berst's, since one thinks the schedule is too high and the other thinks it is too low.



Mr.W.E.G.

(3)

4/18/08

at least in some cases.

In talking last night with the Executive Committee, (Clark, Aiken, Swanson, ~~Waters~~ <sup>WATERS</sup> and McDonald) I was informed that the matter of abolishing the schedule had been referred to the members of the Association and that about 90 per cent were in favor of adhering to it. The only complaints were from unfair methods within the Association and not from competition on the outside. They seemed to think that if the dissensions within their own ~~rank~~ <sup>rows</sup> could be overcome and the members could be made to understand that the agreement was a serious contract and not a joke, conditions would enormously improve. I said that this could undoubtedly be done if they would submit proof of a violation of any contract by an Association member and that a preliminary injunction could be secured. They were very bitter against Berst, who has been assiduously circulating the report that the schedule would be abolished by the manufacturers and that he, for one, could not permit his customers to be out off for violating the schedule prices. They knew of the Miles SITUATION. I told them while we did not, of course, wish to antagonize any of our licensees, Berst was not running the business for the manufacturers and that if Miles or any one else persisted in violating the agreement we would not hesitate to cut him off although in every case we would attempt to reconcile the differences and not act hastily. I explained that even in

Mr. W.E.G.

(4)

4/18/08

the case of Miles we could get an injunction that would prevent them from violating the contract in the future, and that this would not necessarily mean that his supply would be cut off. This is all the Association apparently wants, not to have a member thrown out but to compel him to observe the license conditions.

Now, in reference to Gaumont, we had a conference yesterday in Berst's office. It is practically clear that Gaumont is more than anxious to get in, and in fact he said that he would be willing to do almost anything to relieve the present "intolerable condition." He still has before him the embarrassment of representing the other European manufacturers. I suggested that we would be willing to take in as a licensee any manufacturer now engaged in business who, within one year, would establish a printing plant in this country importing only negatives and making all positives here so as to be in the same position as Pathe. I said he could not expect us to make any more favorable arrangement with him than we have made with Mr. Pathe, and he thought he would be relieved of embarrassment by explaining to his European associates that they had the same opportunity of coming in as Pathe and Melies. He is to see Pathe, who reaches this country on Tuesday and will meet me again on Thursday. Will advise you if anything of interest transpires.

Yours very truly,

General Counsel.

FLD/ONH

April 25, 1908.

William E. Gilmore, Esq.,  
The Homestead,  
Hot Springs, Va.

Dear Mr. Gilmore:-

Yesterday at Berst's office I met Pathe and his managing director, whose name I think is Evates. Prior to seeing them I met Waters, who told me that it was generally rumored that Pathe intended to give up the Edison license, and that Gaumont and Lux were to be taken in instead. I found, however, that there was no truth whatever in this story, since Pathe seemed to be entirely satisfied with the license and made no suggestion of withdrawing.

What they are anxious to do is to reduce the price of films to the exchanges, as they seem to feel that in this way they may be able to get back some of their lost business. They do not propose, of course, to make a reduction below the 20% rebate now allowed, but they suggested making the rebate 10% and making a flat reduction of 10%. Pathe seemed to feel that this would sound better to the exchanges than a 20% rebate, and the exchanges would have less money tied up with

No.--2WEG.

the manufacturers. I said that so far as we were concerned it made practically no difference how the price was reduced, but that I understood there were many manufacturers who have heavy accounts due them from exchanges, and I looked upon the 20% rebate as a good way to get some of these accounts paid. Pathe, however, did not seem to be worrying very much about the condition of their business. I said that any matter of regulating prices would have to be passed upon by all the manufacturers, and Mr. Berst asked if a meeting could not be called for next week. I suggested Wednesday, the 29th, and have called a meeting for that day, as per the annexed notices. If you object, or wish to have it put off until you return, please telegraph me Monday, and I will head off Spoor and Selig, and notify the others. Under no circumstances, can the price be reduced below nine cents, either list or for standard order; this is specifically provided for in the license. If there seems to be general opinion in favor of the change proposed by Pathe, I do not think it amounts to anything from our point of view and that we should accept it.

The proposition as was explained yesterday, is to put this change into effect as soon as possible and to [REDACTED] three months, Pathe's idea being that it would go a long way to bringing Gaumont to terms and putting the smaller fry out of this country.

Berst suggested that another thing which should be done would be to reduce the rental schedule, but I told him that

No.--3--WEG.

it would be impossible to do this in good faith to the Association, because 90% wanted to have the schedule maintained. He thought that even if the schedule were unchanged, we might wink at violations of it, but I do not see how we can do this, and I suspect that if there is going to be any contention it will be on this point. There is certainly nothing in the license agreements that permits any manufacturer to deliberately overlook violations of the license, so that in this respect we can be absolutely firm. To open up the door to deliberate price-cutting, etc. would, it seems to me, be absolutely fatal and the exchanges could certainly have very little confidence in the honesty of our intentions or the good faith of our promises.

I am to see Gaumont this afternoon at 3.30. He sails Tuesday. According to Pathe, Gaumont is more than anxious to come in, but feels morally bound to stand by his European associates. They say that it is probable upon his return to Europe that he will resign his official position and then apply for a license, and Pathe said that he would not be surprised if this was done within four months. If, however, Gaumont does not come in, Pathe claims that he would have no difficulty in taking in the next two largest manufacturers (Lux or Urban, or Italian Cines) in Gaumont's place.

As we suspected, the Biograph Company have acquired the Armat patents, but upon what terms I do not know. These Armat patents seem to disturb Pathe and Evates, but I assured them that there was nothing in them and that they only related

No.--4--WEG

to projecting machines and had nothing to do with films. It occurs to me that we might make arrangements with the Biograph Company, in view of the situation, under which they would come in on the same terms as the other licensees, but we, in turn, would recognize the Armat patents to the extent of paying royalties on projecting machines. This, I understand, you were willing to do with Armat, and I presume the same will be true if the patents are controlled by the Biograph Company. At any rate, the arrangement is one we could make with perfect self respect and there would be no discrimination against any of the licensees. Furthermore, the Armat patents are undoubtedly of value from a commercial point of view, and I have always felt that it was bad policy to jeopardize them if it could possibly be avoided.

This seems to be a very rambling letter and I am afraid my views are not very clear, but in brief they are, in case the meeting is held on Wednesday:

First: That we should consent to any arrangement as to price of films advocated by a substantial majority of the manufacturers, or any modification in the rebate, provided the effect is not to reduce the list of standing order price below nine cents, unless with the distinct understanding, as with the present rebate, that it shall be temporary;

Second: That we should not consent or permit any willful and deliberate violations of the conditions of sale,

No.--S--WEG.

because to do otherwise would make the whole arrangement a farce.

If you wish me to put off the meeting until you return, or to put your own views to the manufacturers on these topics, kindly telegraph or write so that I will have word from you before Wednesday.

With best wishes -

Yours very truly,

FLD/ARK.

General Counsel.

P.S. I saw Mr. Edison yesterday for a few moments and he seemed to be in good spirits and was looking well.



**THE HOMESTEAD  
HOTEL & COTTAGES.**

OPEN ALL THE YEAR.

FRED STERRY, MANAGER.

ALSO MANAGER

ROYAL PURSUEVER AND THE BREAKERS.

ALAN BEACH, 1893

OPEN FROM NOVEMBER TO AUGUST

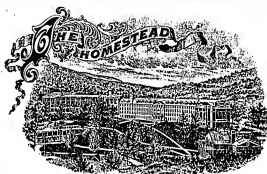
*Hot Springs, La. April 27<sup>th</sup> 1908*

*Dear Mr. Dyer,*

*I have yours of the 25<sup>th</sup> and write you this morning that I approve of the meeting on Wednesday, and if ~~any~~ a majority of the Manufacturers approve we should agree to a reduction in price off film to renters for a period not to exceed six months. The rebate scheme of 20% is no doubt working a hardship ~~to~~ on many of the renters, as they or the majority of them are in difficulty working, and require to pay*



2  
 all the money they can take  
 in to meet their obligations.  
 a flat reduction over a  
 certain period is therefore  
 much more preferable to them.  
 Let us try it for three  
 months, but not more than  
 six months from May 1<sup>st</sup> 1908.  
 In my last talk with  
 Walsh he favored a  
 reduction in the rental  
 schedule, and my opinion  
 is that a reduction here  
 would not only strike a  
 hard blow at the  
 independents, but also  
 drive out the shallow,  
 rotten, dirty, up-to-the-  
 neck in debt members of  
 the film renters association  
 of course if really 90%  
 of the renters are in favor  
 of sticking to present schedule



THE HOMESTEAD  
HOTEL & COTTAGES.

OPEN ALL THE YEAR.

FRED STERRY, MANAGER.

ALSO MANAGER

ROYAL PUNICHA AND THE BREAKERS,  
PALM BEACH, FLA.

OPEN FROM DECEMBER TO APRIL.

3 Hot Springs, Fla. \_\_\_\_\_ 190

and a majority of the  
 manufacturers think  
 likewise all well and  
 good. I am fully convinced  
 however that the number  
 of renters must eventually  
 be reduced.  
 As to the Biograph  
 matter talk with Mr.  
 Edison about it. I am  
 opposed to Marwin and  
 I understand they are  
 working a camera that  
 does infringe the Edison  
 patent now, and that  
 they show a dummy

4

Camera claiming all pictures are taken by it. What chance have we with them if it be found out to be true later on? They have taken on Armat as another lever, because they realize they are lame.

Best suggestion that we overlook violations of the rating schedule must be frowned down absolutely. What we want now is a few injunctions, which would be much better. I am afraid Best will require some watching. I am indeed glad to know Mr. Edson is



**THE HOMESTEAD  
HOTEL & COTTAGES.**

OPEN ALL THE YEAR.

FRED STERRY, MANAGER.

ALSO MANAGER

HOTEL PUNACON AND THE BREAKERS,  
PALM BEACH, FLA.

OPEN FROM DECEMBER TO APRIL.

5 Hot Springs, Fla. 1900

looking well, and I hope she will get down to work, as there are quite a few things that require his personal attention.

I go to see the doctor in the morning, and will then learn what the prospects are for returning to business.

Yours truly  
W. E. Gilman

Form No. 1.

**THE WESTERN UNION TELEGRAPH COMPANY.**23,000 OFFICES IN AMERICA. **CABLE SERVICE TO ALL THE WORLD.**

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been accepted by the sender of the following message. Errors will be corrected except only by repeating a message back to the sender, without fee compensation, and the Company will not be held liable for errors or omissions in transmission or delivery of telegraphed messages, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an UNREPEATED MESSAGE, and is subject to removal of the sender, under the conditions named above.

ROBERT C. LOWRY, President and General Manager.

|  |    |             |             |             |             |
|--|----|-------------|-------------|-------------|-------------|
| FROM   | TO | RECEIVED BY | RECEIVED BY | RECEIVED BY | RECEIVED BY |
|  |    |             |             |             |             |
| 238 Main St., Orange, N. J. Telephone 20   |    |             |             |             |             |
| <b>RECEIVED</b> <i>Apr. 27 1908</i><br><i>Not 2 pgs (A. 27)</i><br><i>Grand 22 Lynn</i><br><i>Edison Mfg Co</i><br><i>Approve holding meeting</i><br><i>Wednesday if majority</i><br><i>Manufacturers decide reduction</i><br><i>film prices We should</i><br><i>approve but not exceeding</i> |    |             |             |             |             |

Form No. 1.

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ROBERT C. LOWRY, President and General Manager.

|  |    |             |             |             |             |
|--|----|-------------|-------------|-------------|-------------|
| FROM   | TO | RECEIVED BY | RECEIVED BY | RECEIVED BY | RECEIVED BY |
|  |    |             |             |             |             |
| 238 Main St., Orange, N. J. Telephone 20   |    |             |             |             |             |
| <b>RECEIVED</b> <i>Apr. 27 1908</i><br><i>Not 2 pgs (A. 27)</i><br><i>six months from May first</i><br><i>rental schedule should be</i><br><i>lived up to whether</i><br><i>reduced or not</i><br><i>W. E. Silmore</i> |    |             |             |             |             |

Form No. 260.

**THE WESTERN UNION TELEGRAPH COMPANY.**  
INCORPORATED  
**23,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.**

ROBERT C. CLOWRY, President and General Manager.

| Receiver's No. | Time Filed | Check |
|----------------|------------|-------|
|----------------|------------|-------|

**SEND** the following message subject to the terms  
on back hereof, which are hereby agreed to.

May 2/08

Los Angeles, Cal.

Edison Manufacturing Co.

Can't you prevent gaumont pictures running  
here under talking picture.

T. L. Tally,

Collect \$1:00

Received 9 A.M. May 4/08

L. E. B.



READ THE NOTICE AND AGREEMENT ON BACK.

593  
M.P. - Patents

May 4, 1908

T. L. Lally, Esq.,  
554 So. Broadway,  
Los Angeles, Cal.

Dear Sir:--

Your telegram of the 2nd inst. was duly received  
and I telegraphed you this morning as follows:

"Probably yes. Am Writing".

I am very anxious to do all I can to prevent  
the use of films which infringe our patents, and if you  
will obtain the evidence called for on the blanks sent out  
by the Film Service Association and have it properly sworn  
to, sending the affidavits to me, I will do all that I can  
to stop such infringement.

Very truly yours,

GFS/MTL

General Counsel.

✓ 1

May 5, 1908.

Wm. E. Gilmore, Esq.,  
Orange, N.J.

Dear Mr. Gilmore:-

In order that there may be a record of the various items of business transacted at the two meetings of the Moving Picture Manufacturers held last week, I beg to advise you that the following points were taken up:

(1) It was agreed that for three months, commencing June 1st, 1908, the minimum list price of films would be 11¢ and the minimum price for all standing orders would be 9¢, with a 10% rebate in each case, payable at the end of the three months period and conditional upon the faithful observance of the agreements. During this period, the 6% discount is to be withdrawn, every one voting in favor of these changes.

(2) The following resolution was adopted:

"For any standing order from a customer having a main office and one or more branches, prints may be shipped to any office at the purchaser's option."

No.-2 WEG.

(3) The period during which a standing order must remain in force, or permitting a standing order to be cancelled, was reduced from 30 days to 14 days. This applies only during the three months period from June 1st to September 1st.

(4) Mr. Spoor called attention to the fact that the Mills Novelty Company were getting out a coin-slot exhibition machine and might require considerable film. The understanding was that films up to 1000 feet in length might be necessary, but films a year old would be acceptable. Possibly the Mills Novelty Company might be content with a series of 200-foot films cemented together. Messrs. Spoor and Selig were appointed a committee to confer with the Mills Novelty Company and ascertain exactly what was required and then report to us. If we concluded that the Mills Novelty Company should be supplied by the Manufacturers, we will then advise the Manufacturers of the conditions under which the business may be done. The decision in the matter rests entirely with us.

(5) In reference to the Copyright suit against the Kalem Company, involving one scene from the play "Ben Hur", it was agreed that the Manufacturers would contribute to the expense of the suit if it has to go beyond the preliminary injunction stage, providing the cost does not exceed \$2500. Each manufacturer will contribute one-eighth of the expense.

N-.-3-WEG.

(6) The Manufacturers requested me to represent them at the Copyright hearings next year and oppose all legislation inimical to their interests.

Yours very truly,

FLD/ARK.

General Counsel.



501

May 3 1908.

William E. Gilmore, Esq.,  
Orange, New Jersey.

Dear Mr. Gilmore:--

I submit a letter herewith which I think  
answers the questions of Mr. Solig as they should be answer-  
ed.

Hoping that it will meet with your approval,

I am

Very truly yours,

GFS/MTL  
enclosure

General Counsel.

[ENCLOSURE]

May 9, 1908

(suggested letter)

The Solig Polyscope Company,  
45-49 Randolph St., Chicago, Ill.

Gentlemen:--

I have carefully considered your letter of the 24th ult. and the letters therein enclosed from William H. Swanson.

It appears to me that the matters contained in your letter might have been amicably settled between you, but since you have both submitted the question to me for arbitration, I am firmly of the opinion that it is not advisable to allow any deduction for films that are claimed to be damaged, and I so decide. Such a practice might easily give rise to a great deal of misunderstanding and to rumors of price cutting, and it might readily be made a means by which such price cutting could be concealed. I certainly believe that it would be better to have the exchanges promptly return to the manufacturer any films which it is claimed are damaged, so that the same may be either replaced or the money refunded, as in other branches of

[ENCLOSURE]

SPCo.

2

May 9, 1908

business, rather than to have the exchange attempt to settle the matter by arbitrarily deducting a portion of the selling price, or by permitting allowances to be made by the manufacturer for alleged damaged goods.

This, I think covers all the points submitted to me. Since Mr. Swanson accepted the film in dispute and presumably used it, he should, in strict accordance to my views, be required to pay the bill in full, but since the point is a new one and Mr. Swanson's good faith ought not to be questioned, I would suggest that in the present case, a fair allowance might be made in view of the damaged character of the film. In the future, however, whenever the question arises the film should be promptly returned for inspection and replacement by the manufacturer.

Very truly yours,

501

Telegram received from Chicago at 2:30 May 12, 1908

(Tuesday)

Mr. W. E. Gilmore,

Edison Mfg Co

10 Fifth Avenue New York N Y

Absolute silence relative to patent litigation  
must be maintained by all concerned pending final hearing

Kill all advertising matter having any reference to  
validity of patents or litigation

(Signed) Edison Manufacturing Co.

LONG DISTANCE TELEPHONE 2286 COURT.

**FILMS**  
AND  
**MACHINES**  
FOR SALE  
OR  
RENT

**THE**  
**American Film Exchange**  
EST. 1908  
140 TO 142 MAPLE BUILDING  
**PITTSBURGH, PA.,** June 1, 1908.

**TICKETS**  
**CARBONS**  
**SUPPLIES**  
AND  
**ACCESSORIES**  
OF ALL KINDS  
ON HAND

Mr. Frank L. Dyer,  
General Counsel,  
Edison Manufacturing Co.,  
Orange, N.J.

Dear Sir:- Under date of May 1st, we received a letter from you advising that we were manufacturing inferior parts of Edison Kinetoscopes, selling them at greatly reduced prices.

While we admit we have sent out broadcast a large number of cards advertising parts at the price we purchase them in order to advertise our business, at no time have we ever manufactured any of such parts.

You state in your letter that you would prosecute us if you did not hear from us and we have been waiting for you to produce the evidence you mention in your letter. We would like to hear from you as to why you have not taken proceedings against us.

All the parts of machine we have purchased from one of the members of the film service association at such reduced prices that we felt we would secure a great advertisement for our business to send out the cards which we suppose you have as evidence, and to sell the parts at cost, which we felt would have brought us a great deal of business.

However we found after using some of the parts that same were not satisfactory and if you will refer to the Edison Manufacturing Company, you will find that we have been purchasing parts of Kinetoscope within the last 6 or 8 weeks.

If you will advise us to give you the names of the parties from whom we have been purchasing these parts, we will be much pleased to furnish you with same, but could not do this until after you enter suit against us, as stated in your letter.

Kindly let us hear from you.

Yours very truly,

AMERICAN FILM EXCHANGE

V-JLR

1  
M.P. - Leg 1

596

June 5, 1908

American Film Exchange,  
640 Wabash Building, Pittsburg, Pa.

Gentlemen:--

Yours of the 1st inst., referring to mine of the  
1st ultimo, is at hand.

I note with satisfaction that you have discontinued  
selling under the name of Edison parts, parts made by others  
than the Edison Manufacturing Company, and by referring  
to the Kinetoscope Department I find that you have been  
buying parts from us. I also accept your assurance that  
you have never manufactured any of these parts.

Under the circumstances I, of course, shall do  
nothing in the matter unless I learn that you do manufacture  
these parts and sell them as "Edison" parts.

Very truly yours,

GFS/ML

General Counsel.

WE WANT YOU FIRST CLASS AND  
ACCOMMODATE FILM

LATEST SUBJECTS ALWAYS IN STOCK

WE DON'T WANT YOU BADS AND JUNK  
AND CALL IT FILM

## Vaudette Film Exchange

A. J. GILLIGHAM, MANAGER

24-28 GRAND RAPIDS SAVINGS BANK BUILDING

100 MONROE ST., GRAND RAPIDS, MICH.

DOWN PROMPTS  
CUTTERS 4174  
REEL MAIN 419

MEMBER  
FILM SERVICE ASSOCIATION

### Dealers in

CAMERAGRAPH  
EDISON'S KINETOSCOPE

AND ALL OTHER Mr. F. L. Dyer,

FIRST CLASS

MACHINES

STEREOPTICONS

DISSOLVING MACHINES

ALL KINDS OF

LATEST

ELECTRICAL

EFFECTS

THE LATEST

LICENSED FILMS

UNDER

EDISON PATENTS

PATHE FRERES

SELIG

VITACRAPH

EDISON'S

ESSANAY, SELIG, LUBIN

KALEM M'PES

WE CARRY

ALL SUPPLIES AND

PARTS

FOR POWERS

AND

EDISON'S MACHINES

FULL

AND

COMPLETE LINE

OF LENSES

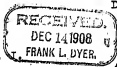
CONDENSERS

CARBONS

TICKETS

ETC.

Dec. 11, 1908.



Orange, N. Y.

At the request of W. N. Selig of the Selig  
Polyscope Co., I take the liberty to send you enclosed  
communication offering it as a suggestion which I really  
believe will be a great benefit to the film industry  
in general.

Yours truly,

A. J. Gilligham.

*Very personally  
A. J. Gilligham  
11/9/09 Senc*

*G. Senc*

WE HUNT YOU FIRST CLASS AND  
UPGRADE FILMS

LATEST SUBJECTS ALWAYS IN STOCK

WE DON'T HUNT YOU RAGE AND JUNK  
AND CALL IT FILM

## Vardette Film Exchange

A. J. GILLIGHAM, MANAGER

24-26 GRAND RAPIDS SAVINGS BANK BUILDING

103 MORRIS ST., GRAND RAPIDS, MICH.

HOME PHONE  
CHRYSLER 1174  
BELL MAIN 418

MEMBER  
FILM SERVICE ASSOCIATION

Dealers in  
CAMERAGRAPH  
EDISON'S KINETOGRAPH  
AND ALL OTHER  
FIRST CLASS  
MACHINES  
STEREOTYPES  
DISSOLVING MACHINES

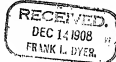
Dear Sir:

ALL KINDS OF  
THE NEWEST AND  
LATEST  
ELECTRICAL  
EFFECTS  
THE LATEST  
LICENSED FILMS  
UNDER  
EDISON PATENTS  
PATHE FRERES  
MELIUS  
VITAGRAPH  
EDISON'S  
ESSANAY, SELIG, LUBIN  
KALEN MFRS  
WE CARRY  
ALL SUPPLIES AND  
PARTS  
FOR POWERS  
AND  
EDISON'S MACHINES  
FILM  
AND  
COMPLETE LINE  
OF LENSES  
CONDENSERS  
CARBONS  
TICKETS  
ETC.

General Council Edison Co.,

Orange, N. J.

Dec. 11, 1908.



After giving serious thought to a proposition

that I am certain that interests everyone connected  
with the moving picture industry from the manufacturer  
to the exhibitor, I believe that the proposition  
that I am going to submit to you is one that is worthy  
of serious consideration by the film manufacturers  
of the United States.

In the first place, I believe that the  
manufacturers and the film exchanges will candidly  
admit that there are too many picture shows in all  
sections of the United States. There are a great many  
that are a great detriment to the business in general  
and who have done more to lower the tone of the picture  
show business by showing old and worn out films which  
they have been enabled to get at a very low price of  
rental. It takes a certain set sum to maintain each  
and every one of these places, even if their operating  
expenses is only \$100 a week, that is an amount that  
if it was divided up among two or three other picture



(2)

shows in the same town, it would give the other three picture shows a larger margin of profit.

There is no question in my mind but what the film manufacturers are in a position at the present time to handle this matter so as to regulate the number of picture shows in the different cities of the United States. Of course, I will admit that it is a proposition of vast magnitude and one that will require serious thought and consideration before any conclusion is arrived at.

In the first place, I will cite the fact that the manufacturers under existing conditions and from what little I know of the Edison patents, they can absolutely restrict the use or sale of their films as they see fit. When Klaw and Erlanger first attempted a combination of all theatrical interests throughout the United States, it was looked on with disfavor and it was broadly asserted at that time that it would be of short duration. Time has found that it was the only equitable solution of a difficult business proposition. Today they are in a position to absolutely dictate the number of first-class theatrical houses which should be operated in any town in the United States; large or small, and Stair and Haviland have accomplished the same purpose in the medium priced houses. The United Booking Association in the third,

(3)

and the Western Vaudeville Managers Association in the West regulates the number of vaudeville houses in each town, why can't the film manufacturers of America regulate the number of picture shows in each town.

In the first place, exception might be taken to my argument on the ground that it would possibly diminish the number of picture shows by 25 to 33% which would mean a large falling off in revenue to the manufacturers through not being able to sell so many films and to the film exchanges by not having as large a number of exhibitors to supply. First I will reply that if the picture shows were restricted to franchise the same as the various forms of amusement which I have mentioned above, there is no doubt in my mind but what any and all of the exhibitors who were given franchises to operate would gladly pay 5% of their gross receipts to the manufacturers for the privilege of operating. This is a matter gentlemen, that would amount to, at a low claim, from \$2,500,000 to \$3,000,000 annually. Would not that more than recompense the licensed manufacturers for any loss in the sale of a number of prints of films they might sustain through the closing up of a certain number of moving picture Theatres.

Secondly, the film exchanges, at first thought, would probably take exception to this proposition as they will claim it will ruin their business by having a number of theatres put out of business.

(4)

The first I would reply, that there is not an exhibitor in the country today paying what he should pay for his films. The competition amongst the exchanges has reduced the price to such a low figure that it is a difficult matter for a number of the exchanges to operate on any kind of a paying basis. Supposing through the manufacturers that the exchanges were enabled to raise the price of films proportionately so that the number that were permitted to remain and operate their theatres would pay as much, if not more than what double the number of exhibitors who had been operating previously had paid. Take for example one town that I know of in particular, there are located one dozen picture shows, population of said town is in the neighborhood of 100,000. The total receipts of these twelve picture shows is approximately about \$3,500 weekly. I am in a position to know that these combined 12 houses are not making at the present time over \$500 a week net profits. They pay for film service at the present time \$395 weekly. There is no doubt in my mind gentlemen in this certain case but what five or six picture shows would do the same amount of business and could afford to pay the same amount of rental or more if they were insured against competition. It has been clearly demonstrated in the case of Klaw and Erlanger, Stair and Haviland and the combined Managers Association that they have been able to

(5)

regulate the number of places of amusement in their respective lines which should be operated in the different cities of the United States. They have got to sign a valuable franchise when they give him permission to operate in his respective territory. Why can't the film manufacturers regulate the operating of moving picture theatres the same way. If a certain number of shows are licensed for a certain town, the men who receive these licenses must fully appreciate the fact that they are safe guarded by the manufacturers against competition and they are assured of a fixed income each and every week as long as the moving picture theatre is patronized by the public. The business today, both the exchange and the exhibitor end of it are in a chaotic state and it is safe to say that within a very short period that a wonderful business proposition will go by the way-side, whereas if it was properly regulated it should continue indefinitely as there is no question but what there are better films being made by the manufacturers today than ever before, but where the lack of interest of the public has been shown, it is principally due to the following causes: In the first place, a number of exhibitors in the same town within a short distance of one another showing the same picture at the same time thereby causing the public to imagine that they would be liable to see the same picture in various places. I know of cases in this

(6)

Particular town where there have been three houses showing on the same day first-run films. In some cases the exhibitors have resorted to subterfuges and have changes the title of the film, thereby decieving the public and loosing their confidence.

In the second place, as I stated before the use of old worn out and rainy films which should have been long ago relegated to the junk pile is one of the other causes which has caused the public to loose interest in moving picture theatres.

Third, with the better grade of pictures which we are now receiving, why is it necessary for the moving picture theatre managers to put on the cheap low class vaudeville which is being used in a number of cities. You will reply that it is done to stimulate interest. There is no question about this, but it is done at a great expense and in my opinion this cheap vaudeville has no place or should not be used in conjunction with higholass moving pictures. I have discussed this matter with various exhibitors in the State of Michigan and asked them what they thought of a proposition if they could be shown that a number of moving picture theatres in their respective cities could be limited. Their unanimous reply has been that it is the only salvation of the business and almost invariably they have admitted they could afford to pay double the amount for film service which they are paying today.

One important thing that the manufacturers

(7)

will have to consider and that is that before undertaking a proposition of this magnitude, that they will have to be in a position whereby they can assure the exhibitors that they have eliminated competition in the way of others receiving films and of the film exchanges to furnish films. This is a proposition that I am not familiar with and one that will have to be handled by the people who are thoroughly familiar with the manufacturing end of the business. Of course, naturally the manufacturer will say the more picture shows that are opened, the more films he will sell. That does not necessarily follow as in a great many instances the cheap or low grade picture show wants the cheapest class of films that they can get therefore affording the market for junk or second-hand films.

In regard to the question as to who the manufacturers should license or permit to conduct moving picture theatres, I will state that in every town in the United States there are men engaged in the exhibition of moving pictures who are financially responsible and who have had the practical business experience to handle a proposition of this kind which, through the assistance of the manufacturers, could be made a very profitable business. If the manufacturers should consider this proposition worthy of serious consideration, it would be a pleasure for me to appear before them and explain this matter more fully than I have done in this letter.

(8)

After reading this letter over carefully I believe I can suggest a better solution than what I mentioned in the foregoing part of my letter when I stated the exhibitor would be willing to give the manufacturers 5% of their gross receipts. I have no doubt but what any exhibitor who the manufacturers would license, would be pleased to pay a fixed sum in advance for the privilege of operating each year which in the aggregate would amount to 5% or more of his gross business. This is the way that the booking arrangement is handled by the Stair and Haviland combination and by handling it in this manner, it would not be any source of annoyance to either the manufacturers or the film exchanges.

Yours truly,

*A. J. Gillingham.*

646

Jan. 22, 1909.

Walter Stevens, Esq.,  
Foreign Dept. - Nat'l Phon. Co.,  
10 Fifth Avenue, N.Y.

Dear Mr. Stevens:-

I hand you herewith a copy of the minutes of the Mexican National Phonograph Company, covering the meeting in which I was made President. I understand that our attorney in Mexico believes a copy of these minutes necessary to properly support the power of attorney to Mr. Nisbett.

This copy has been certified by Mr. Westee before a notary, and the notary's signature attested by the County Clerk, and I believe it is advisable that this should be legalized by the Mexican Consul, in order to avoid any possible question which may arise hereafter.

Yours very truly,

GFS/ARK.  
Enc.

General Counsel.



TELEPHONES 10 HARLEBCK.

TELEGRAMS A. DABLER. RANDOLPH, LONDON.  
CODES USED A.L.A.G.G. COMMERCIAL & LIEBERS.

THOMAS  
Edison

# EDISON MANUFACTURING CO., LTD.

PROJECTING KINETOSCOPES AND FILMS,  
PRIMARY BATTERIES, FAN MOTOR OUTFITS.

## EDISON WORKS

WILLESDEN JUNCTION.

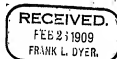
FACTORY,  
ORANGE, N.J., U.S.A.

IN REPLYING ADDRESS THE COMPANY NOT THE  
INDIVIDUAL AND MENTION THESE INITIALS

Th.C/Sch.

*London, N.W.* February 16th 1909

Frank L. Dyer, Esq. President,  
National Phonograph Company,  
Orange, N.J.



Dear Sir,

I herewith enclose out from a German and English  
kinetoscope periodical. I must suppose that you are subscribing  
at least to the German journal, and think you are therefore  
informed of the meeting which took place in Paris and at which  
Mr. Eastman was present. You will note from the German out  
that the Organisation of European Film Manufacturers gave a dinner  
to their members (Fr. 25- per person) and that Mr. Eastman also  
treated them to a dinner at Fr. 100- per person. The price  
agreement to which they consented is insofar satisfactory as  
it is meant to stop the manufacturers from further reductions  
to 3d per foot, or less, which several of them intended to in-  
augurate. The price which they agreed upon is Fr. 1.25 per meter,  
which corresponds to Mk. 1.02 pro meter in Germany, but it has  
been left to the German manufacturers to sell at Mk. 1.05 per  
meter, which price no doubt will be accepted. No discount of  
any kind is to be allowed on these prices. The agreement goes  
into force on March 1st for all new subjects. The old subjects

TELEPHONES 16 HARLESDEH.  
17

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### EDISON WORKS

WILLESDEH JUNCTION.

IN REPLYING ADDRESS THE COMPANY NOT THE  
INDIVIDUAL AND MENTION THESE INITIALS.

*London, N.W.* February 16th 1909

Mr. Dyer:

-2-

or stock of films on hand at present can be sold at any price until October 1st. All European manufacturers must sign the agreement within 8 days, otherwise Mr. Eastman will cut off their supply of raw material, the present celluloid film as well as the non-inflamable in future.

Beginning of January I have in accordance with the reduced cost price made us from Orange reduced the list price of our films to Mk.1.00 per meter, which is the price current in Germany and which is 2 Pfenning below the price stipulated by the Convention, or 5 Pfenning below the price which will no doubt be asked by the German manufacturers.

Can you advise me at this stage if this lower price may affect you in any way in your supply of raw material? Or whether I will have to make any change solely to protect your American interest?

Yours very truly,

*Thomas A. Edison*  
MANAGING DIRECTOR

[ENCLOSURE]

FEB. 11, 1909 THE KINEMATOGRAF & LANTERN WEEKLY.

1073

## Fighting the Trust.

HOW THE OPPOSITION WAS FORMED.

To have formed an opposition sufficiently strong to combat a gigantic trust in ten days is remarkable evidence of the energetic and persuasive qualities of Mr. William Barker. This gentleman, we know, has for some years seen the necessity for strong and determined action, and it is curious to remember his prophecy on the Convention of Manufacturers held in Paris in February, 1907, when a paper was issued pointing out that only by amalgamation and decisive measures would it be possible to maintain the kinematograph trade in America, and further that sooner or later the European manufacturers would be squeezed out of the market between the buffers of the *travaux* contending parties, whom he predicted would sooner or later amalgamate.

We need not here retell again the history of the American Trust. Everyone is cognizant of the means, more or less dishonourable, which have been utilised to scoop the trade for the benefit of the Trust and to the detriment of the foreign manufacturer.

Mr. Barker evidently has nursed the matter in his mind since 1907, and six weeks ago he recognized that it was time to act. Fourteen days ago he called together certain manufacturers to discuss the proposal from Chicago. After laying down certain safeguards, it was agreed amongst the manufacturers to form a strong European combination. The British makers consented to an arrangement was cabled to Chicago, and then the work began. Each British maker set himself to work to get a combination the like of which had never before been seen. The results are indeed gratifying. The chief difficulty that he had to contend with was the fact that he could not find anyone with sufficient *grain* or capital in the States to join issue, but Mr. Barker, after diligent and careful thought, interested two of the most powerful organisations in America. They are the Western Vaudeville Managers' Association of Chicago, whose territory will be from Chicago to San Francisco, and the United Booking Office of America, who will control the eastern portion of the States. This combination, we are informed, will practically control nine-tenths of the music halls, theatres and opera houses in America.

According to a cable we have just seen, a mass meeting of exhibitors was held in Chicago on February 4th, and exhibitors and painters listened attentively to an offer made by the Europeans. This offer stated that they had acquired an American made machine, which having no sprocket or loop would not infringe the American patents. It also stated that the greatest combination of manufacturers that had ever existed had been cleverly engineered into an existing fact. This combination consists of the following firms: The Walldorf Co., Williamson, Kinematograph Co., Ltd., R. W. Paul, Crofts & Martin, Chretien Film, the American & Howarth Manufacturing Co., The Wrench Film Co., Watwick Trading Co., Raleigh & Roberts, Ambrosio, Italia, Pinesell, Lutz, Esch, Sells, Theophile Pathé, Meisler,

Dartschur, Kinemato (Berlin), Aquila, Comerio, with seven or eight smaller makers, who would be controlled by one of the above. On the Trust side we have The Edison Manufacturing Co., Selig, Essanay, Vitaphone Co., Lubin, Biograph, Kalem, Eclipse, The Grammet Co., Pathé Freres. The former list, of course, will be nominated the Independents as against the latter, which is the army of the Trust. The former state that they are prepared to produce 10,000 more feet of negative subjects per week than the latter combination and that they are prepared next month to supply the American market with 17,000 feet per week of new subjects.

It was interesting to read a cable received in Paris on the 3rd inst. from one of the leaders of the Independents, which shows to what extremes the Trust have been put in order to combat the opposition. It read as follows:—

"Through a European source the Trust has learned of our movement. They immediately despatched hundreds of telegrams to exhibitors. A meeting was held to-day, when the Trust representatives addressed the 9th exhibitors present and explained to them that there was no possible chance of success for the Independents except through the Trust. The reason given was that many European manufacturers had abandoned America as an impossible place to do business, and they stated that there were enough manufacturers in the Trust to adequately furnish a supply of European subjects. Our representative, who was present with instructions to avert the danger of exhibitors signing the Trust agreement, announced the proposition of a non-reflexion solution. This fell to a bomb-shell. He also explained that the European contracts, which you had secured were able to supply all possible needs. This turned the tide in our favour, and exhibitors refused to sign the Trust agreement and said they would wait."

Another cable read as follows:—

"All managers of theatres, halls and sidewalks have been given under compulsion until the beginning of next week to sign the Trust agreement. We have successfully returned 85 per cent. from signing, and we expect the Trust to announce another 10 days to sign."

The Independents are not without their countermove, as will be observed by the attitude of Mr. Puttick, of the *Show World*, who has done so much to bring about results. From information we have received the Trust has been relying on this journal as being in their interests, but according to information we learn that the *Show World* had arranged to come on to the Independent side as soon as the Independents were strong enough to fight. The publication of the paper this week was held back in order to enable the European organisation to be completed, and a cable from Paris was despatched to the editor stating that the Independents had secured the world's visible supply with the exception of a few firms. The *Show World* therefore changes its policy from to-day on to support the Independent combination, notwithstanding advertisement loss. Their argument is that they see the injustice of the Trust attempting to throw retail exchanges and exhibitors out of the business. We learn that public opinion, and the

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# TYLERS

## WEEKLY

### TOPICAL SLIDES

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SERIES.  
No 5.

READY.

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The remaining seven pictures of this week's series will comprise scenes of the King's Berlin visit and other events happening within the next few hours.

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Press of America will be to a very great extent with the Independents for the same reason.

On a chat we had with Mr. Barker, who had just arrived from Paris and who went to America on the *Lusitania* on Saturday morning on behalf of the European manufacturers to interview the "International Projecting and Producing Company," which is the title of the new institution, we learned of the careful methods that had been used to bring matters to a successful issue. The fact that they were fitting out three or four new makers in America with plants in order to give the industry the benefit of the latest American supply showed that they were prepared to do the thing thoroughly in the interests of those who enjoyed living picture entertainments.

Another factor which is also commendable is that each interested nation is forming a committee to see that no film that goes on the American market is an incentive to crime or is of an immoral or degrading nature. There will be, of course, no limit to the sale of the subjects, that is to say, the demand for certain successful subjects will not be hampered.

Mr. Barker has shown his mettle over this matter. During last week he had practically had less than twenty hours sleep, although, as he jocularly observed, that is nothing unusual in Paris. Quite £300 had been spent in cables during the last ten days in arranging the details and bringing matters to a close.

As showing the pleasure with which the news was received in the States the following cable sent to the manufacturers here is interesting:—

"Millions of thanks for splendid work you have done. You will never regret it. Please extend to the Confidential and other makers our best thanks. We are glad to hear that Mr. Eastman was present at the Paris meeting. The announcement will be a surprise and sensation."

Mr. Eastman, we believe, made an agreement to supply every European manufacturer with sufficient film to execute their American orders. The Independents have already 60 theatres to put the Independents' productions on without going outside to ask anyone to purchase a single foot of their productions. We understand quite a number, however, are prepared to throw their lot in with the Independents directly they have news of their arrangements, and we can expect in the near future an interesting result to the present unsatisfactory condition of the American trade.

As we go to press we receive a letter from Mr. Harry Kelly, who says: I am forming a Company in Chicago, to supply Independent Exhibitors with film. I am anxious for agencies from European and Continental manufacturers, and should be glad if you could put me into touch with them. I shall have the help of the Chicago, Royal and Globe Film Exchanges.

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[ENCLOSURE]

# DIE LICHTBILD-BÜHNE

## Fachzeitschrift

für das Interessengebiet der Kinematographen-Theater-Praxis.

Herausgegeben von Ing. Paul Levy.

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## Wir machen darauf aufmerksam, daß das Post-Abonnement auf die wöchentlich erscheinende Lichtbild - Bühne

nach wie vor nur **Mk. 1,60** beträgt.

## Das Abkommen unter den europäischen Film-Fabrikanten vollendete Tatsache!

(Das Ergebnis des Pariser Kongresses.)

In Paris hat sich am verflossenen Freitag nur doch, jenes Wunder vollzogen, an das ichner so recht glauben mochte, ob es auch tausendfältig in den Spalten der Fachpresse herumpunkte.

Im Gegensatz zu dem sonst in der Berliner Kinematographen-Industrie herrschenden Brauch, einander umgehend zu schmeicheln, was sich in den nächsten Tagen in der Kinematographie ereignen oder nicht ereignen wird, herrscht diesmal „Selbstgeißel im Walde“. Und wenn sonst die Spitzen von den Dächern die kinematographischen Neuigkeiten herab zu regeln pflegten, so mußte man dieses Mal schon ein wenig tiefer auf die Vogelsprache des gefährnten Drachentiers sich auf die Vogelsprache des gefährnten Drachentiers tiefgründig verstehen, um aus dem leise, ganz klein rauschenden Volkswesen heranzuhören zu können, was am Seine-Strand hinter verriegelten Türen verhandelt und beschlossen wurde. Vierundsechzig Teilnehmer, Direktoren oder Vertreter aller nur irgendwie namhaften Filmfabriken Europas scharten sich auf dem Pariser Kongress um den Rollfilm-König Eastmann von der weltmarktherrschenden Kodak-Gesellschaft auf. Aus Berlin wohnten die Direktoren Zeiske (Deutsche Block. Ges.), Eiling (Intern. Kk-Ocs), der zugleich auch die Multaskop- und Biograph-Gesellschaft vertrat, Meffer, Herbers (Düssels), aus Kopenhagen Olsen (Nordisk Film Co.) den Verhandlungen bei, die, wie ein Festschmecker uns berichtete, mit einem offiziellen Abschluß-Diner im Grand Hôtel (à Courtvert 250 Frank) und einem von Herrn Eastmann gegebenen Bankett (à Courtvert 100 Frank) zu „genüßreichen“ Erinnerungen wurden.

Wie stets noch, wenn es sich um ein einheitliches Zusammengehen der Fabrikanten handelte, bestand die Hauptschwierigkeit der Verhandlung darin, die Firma Pathé fröher in dem wohl etwas überheblichen Grundsatz: „Der Starke ist am mächtigsten allein“, ein wenig wankend zu machen und ihr in empfehlende Erinnerung zu bringen, daß dieselbe nicht einsam sang: „Verbunden werden auch die Schwachen“ mächtig“. Denn nur langsam zurückweichenden Straßen der Firma Pathé ist es zuzuschreiben, daß vor der Hand nur ein positives Ergebnis erzielt wurde, die Schaffung eines

### Film-Einheitspreises

von Fr. 1.25, entsprechend Mk. 1.02 pro Woche. Den deut.

# [ENCLOSURE]

450

## DIE LICHTBILD-BÜHNE.

schon Filmfabrikanten (deren Versammlung am gestrigen Dienstag in Berlin sich mit den Ergebnissen des Kongresses noch einmal befand) blüht es überaus, Mk. 1,05 pro Meter zu nehmen. Dieser Preis dürfte der deutsche Zukunfts-Filmprosa werden.

Jeglicher Rabatt auf diesen Nettopreis kommt von nun an in Fortfall und zwar tritt die neue Bestimmung bereits am 1. März für neue Sujets in Kraft. Die alten angekauften Lager-Films dürfen bis zum 1. Oktober zu beliebigen Preisen geräumt werden.

Amerikanische Films — ein berechtigter Gegenlieb gegen den rigorosen amerikanischen Trust werden mit allen Mitteln vom europäischen Markt ferngehalten werden.

Die einzelnen Firmen hatten bei diesen und haben bei künftigen Kongressbeschlüssen eine gewisse Anzahl Stimmen je nach ihrem Filmumsatz. Nach der Anzahl der Stimmen richtet sich wiederum die „Vertrags“-Strafe bei Nichterfüllung der Bestimmungen, die 500 Fr. pro Stimme beträgt.

Alle Firmen, die den Vertrag noch nicht unterschrieben haben, müssen dies innerhalb 8 Tagen bewirken, andernfalls sie vom Bezug der Kodak Roti-Films (damit späterhin auch der eventuell unverbreitbaren) ausgeschlossen werden.

Welt wichtiger wäre freilich die Regelung der brennenden Frage einer

**Einziehung der Films nach einer gewissen Laufzeit** gewesen, die auf Grund wieder der alleinigen Gesellschaft von Pathé frères, die sich zur Einwilligung eine Bedenkzeit von 135 Tagen ausbedungen hat — einstweilen nur für u. a. Österreich-Ungarn, Holland, Belgien und die Schweiz beschlossene Sache wurde.

Hier soll der Chef des Berliner Hauses Pathé die Seele des Widerstandes sein. Der Grund wurde, begriffenweise vielfach nicht verstanden, denn was könnte wohl eher zur Vernehmung der Kinematographentheater-Einnahmen, zur Vernehmung des Film-Umsatzes der Fabrikanten beitragen, als das Unbehaltlichmachen der verregneten Films, die den Kinematographen in Verfall bringen, ihm das bessere Publikum entziehen, die ganze Industrie degradieren?

Wird etwa immer noch mit dem Belton-Bucherschen Kunstfilm-Monopol gelächelt?

Die Gefahr ist nämlich noch lange nicht vorüber, denn vor drei Tagen erst erzählte Herr Belton-Buchers in Literaten-Café, der Bau der großen Aufnahme-Bühne werde jetzt in Angriff genommen.

Die Belton-Buchers'schen deutsch-französischen „Alliance“-Films sollen uns gewiß eine willkommene Ergänzung unseres Filmbestandes werden — nur versuche man nicht, uns in den schismatischen Ketten der deutschen Kinematographie französischer — „Monopol“-Geist zu geben — in Deutschland auf Fischen gelüßt!

Es ist jetzt Sache der übrigen Film-Fabrikanten, zu zeigen, daß man zur Wahrung der freien Konkurrenz auf dem Pöten ist.

## Zentral-Auskunftsstelle.

(Für Abonnenten kostenlos)

## Lustbarkeitssteuern u. kein Ende.

I.

An die Zentral-Auskunftsstelle der Lichtbild-Bühne, Berlin N. 65.

Mit Gegenwärtigen erlaube ich mir, Ihnen hierüber das Folgende mitzuteilen und um Ihre güt. Auskunft zu bitten. Ich besitze in Ländscheld, Reg. Arnberg, das Zentr.

Theater“, habe dasselbe am 26. November 1907 eröffnet und für jeden Tag 5 Mk. an Lustbarkeitssteuer bezahlt. Am 8. Oktober 1908 bekam ich vom Magistrat Ländscheld eine Zustellung, ich müsse für jede Vorstellung, d. h. für jeden „Programmwechsel“ 5 Mk. (also da ich pro Tag 4 mal wechselte) gleich 20 Mk. zahlen. Diese hohe Steuer kann ich dort bei dem jetzigen Gesellschaftung nicht zahlen.

Ich bin selbst zum ersten und zweiten Bürgermeister hinzugegangen, habe den Herren meine Einnahmen und Ausgaben vorgelegt, Gesuche an den Magistrat gerichtet, aber alles wurde zurückgewiesen. Man verlangte dann zwangsweise die Zahlung der hohen Steuer. Ich arbeite in Ländscheld mit dem Bankgeschäft C. Büsser; diese Bank gibt mir tags die Billets aus und holt abends an der Casse das Geld ab und so wird alles durch die Bank geregelt; auch diese Abrechnung von der Bank habe ich vorgelegt, um zu beweisen, daß ich mir nicht möglich sei, die hohe Steuer von der Einnahme zu zahlen, aber alles wurde vom Magistrat zurückgewiesen. Darauf habe ich die Klage beim Bezirksausschuß in Arnberg angedeutet und lege Ihnen zur weiteren Information den Schriftsatz zur Gegenklage vom Magistrat Ländscheld bei.

Ich bemerke noch, daß die Stadt Ländscheld am 1. eines jeden Monats die Lustbarkeitssteuer von 5 Mk. pro Tag, also pro Monat im voraus mit 150 Mk. bzw. 155 Mk. erhoben hat und jetzt außerdem die Forderung von 15 Mk. pro Tag vom 20. Oktober 1908 ab als Nachzahlung verlangt. Auch sagte mir der zweite Bürgermeister noch, wenn die Stadt Ländscheld feststelle, daß ich im Central-Theater das Stadt Ländscheld 6 oder 7 mal wöchentlich, dann müßte auch mal Programm 6 bezahlt werden. Also unter Umständen 35 Mk. pro Tag! Der Magistrat behauptet und stellt sich auf den Standpunkt, ein Kinematograph sei ein Theater und jeder Programmwechsel sei eine Vorstellung und nach der Steuerordnung in Ländscheld heißt es: jeder Theater-Vorstellung kostet 5 Mk. an Lustbarkeitssteuer.

Ich bitte um Ihre gefällige Ansicht mit stinner Angabe, auch können Sie mir vielleicht Auskunft geben, ob ein Kinematograph als Theater angesehen werden kann, und ob ein Programmwechsel eine Vorstellung ist, wenn kein Unterbrechen durchspiele.

Hochachtungsvoll

Peter Mandt, Bochem.

II.

Ländscheld, den 19. Januar 1909.  
Gegenklärung in der Verwaltungsstrache des Kaufmanns Peter Mandt, zu Bochem, gegen den Magistrat zu Ländscheld, wegen Veranlagung zur Lustbarkeitssteuer.

Es wird beantragt, die Klage abzuweisen, und dem Kläger die Kosten zur Last zu legen.

Gründe.

Klger führt in seinem Theater zu Ländscheld öffentlich kinematographische Bilder vor. Es werden s. g. singende, sprechende und musizierende Photographien gezeigt. Die Vorstellungen finden täglich statt, und dauern von nachmittags 3 bzw. 4 Uhr bis abends um 10 bzw. 11 Uhr. In jeder Vorstellung wird den Besuchern die Programme in 12 bis 14 Nummern geboten. Sobald die letzte Nummer des Programms abgepielt ist, hört die Vorstellung auf, und es beginnt mit No. 1 des Programms eine neue Vorstellung. Klger hat die nach der jetzigen Steuer-Ordnung zu entrichtende Lustbarkeitssteuer für jeden Tag mit 5 Mk. bezahlt. Er muß für jede Vorstellung 5 Mk. entrichten, § 1 No. 3 der Ordnung. Sowie die Steuer nicht entrichtet worden, ist

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Letter

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To RED RED RED RED

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Chicago, Ills., Feb. 18

Frank L Dyer, ( Personal )

James C. Care-Ellison Mfg Co

10 Fifth Ave, New York

Would you be interested in asserting my legal rights to half interest in patent claims on machine now claimed by Independents and which was taken away from me by my book-keeper who paid for patent fees during my absence time of convention if so make appointment to meet you .

W H Swanson

253 am

Time

W. H. Swanson      2/17/09  
160 Lake Street      1.30 P.M.  
Chicago

Am interested in your claims. With  
statement of circumstances ~~and~~ that  
I can determine ~~what~~ what action  
can be taken.

Frank Dyer

Patent Co

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February 23, 1909.

Mr. Frank L. Dyer,  
#10 Fifth Avenue,  
New York,  
New York.

(Personal)



Dear Sir:

Referring to my telegram regarding machine proposition,  
in response to your reply by wire asking for particulars I beg  
to advise as follows:

About the first of last May I hired a young man as a  
machinist to work in my machine shop on the ground that he had  
several devices in connection with the picture machine that need-  
ed working out and which would be of use to me such as lamp  
house, lamp etc., and also had some clever ideas on a pro-  
jecting machine. I agreed with him to personally assist in  
working out the machine, which was to be built along the lines  
of any other ordinary machine, viz; with upper loop, Geneva  
movement, etc., etc., and the principle of which would have been  
the same as that of any other standard machine. He continued  
working on this basis until my return from New York in July or  
August, where I learned from a certain manufacturer of the fact  
that a holding company was being formed, as at present repres-  
ented by the Patents Company, and that a campaign was to be

Mr. Frank L. Dyer. No.2.

instituted on the basis of the projecting machine, for which a royalty of two or three dollars a week was to be charged. The man above referred to was to receive a salary and a certain percent of sales to apply as a royalty.

Upon learning in New York that this holding company was to operate on the basis of the projecting machine instead of on camera and film patents, I immediately got busy and began looking around for an inventor. In this way I came in contact with Mr. McKinney, whom I employed for the purpose of inventing a machine that would in no way conflict with the patents held by your company. Mr. McKinney was entirely ignorant of the appearance of a picture machine and in order to acquaint him with the details of same the understanding was that he was to work as salesman during his spare time and was to put in the intervening time as well as nights investigating and building the machine referred to. He used my machine shop to some little extent and worked on the outside at night. Our idea in this was to keep the matter as secret as possible. Mr. McKinney, together with the man I hired in the first place and whom I discharged after hiring McKinney, worked on the outside at night and formed a friendly combination with a party named Lamson, who was also in my employ. Lamson furnished thirty-five dollars to carry out expenses. They also interested Mr. Boeming my bookkeeper. I was ignorant of the fact that the latter parties

Mr. Frank L. Dyer. No.3.

knew of the existance of the plan to construct the machine. However, the information leaked out around the office and so far as this office is concerned it was quite generally known that we were building a machine that would in no way infringe on the patents held by you.

Mr. McKinney promised on a number of occasions to show me the drawings and models he was working on.

Materials for the model were taken from my shop and McKinney's time and my other machinist's time were used in the working out of the same.

Knowing that the convention was to occur on the 9th of January, I spoke to this party McKinney several times about the importance of having a model of this machine finished not later than that date and he promised most faithfully to have this ready for me. About the 3rd or 4th of January he did not come to work and word was conveyed to me that he was sick with brain fever and that it was likely that there would be no possibility of having the machine ready for the 9th. This was quite a disappointment. I have found since that instead of being sick with brain fever he was simply overworked and tired out and required two days' rest, after which he again started to work on the model and was, unknown to me, working up until the day I left Chicago to attend the convention, which was on

Mr. Frank L. Dyer. No.4.

the 7th of January.

During my absence my bookkeeper, who was a stockholder in a picture theatre, sold his stock and furnished McKinney with money to visit New York to see you and also to go on to Washington and pay for his patent applications.

I was much surprised on the 11th of January to find Mr. McKinney walking into the Imperial Hotel. Upon my return from New York I was again very much surprised when I was informed by my bookkeeper that he had furnished the money to pay for the patent claims and when I offered to refund the money to him he refused it stating that he was a half owner with McKinney. I protested vigorously and later discharged him, not altogether for his action in this matter, as I was endeavoring to persuade him as to the injustice of his action, but on his connecting himself with the Independent movement I let him go on the day following that information.

My arrangement with McKinney was to furnish the capital necessary for the working out of this model, securing the patent rights etc., and we were each to have a 50% interest in it.

The machine was made on my time and while under salary from me, having been hired for the purpose, and insofar as I know all material used was from my establishment. I have found that after the scheme was concocted between the bookkeeper and McKinney

Mr. Frank L. Dyer. No. 5.

they learned of the danger of using my materials and McKinney purchased a few small articles necessary in the manufacture of the machine from my establishment, in order to set up an alibi in case of discussion.

These are the main facts in the matter and I have been informed by various attorneys that I am entitled to a half interest in the machine.

You have no doubt investigated the claims for patents made by McKinney and know the merits as well or better than I do. They have at no time shown me any material results but I have good reason to believe that the machine in its entirety is a non-infringement.

I am making no effort to conceal my intentions in building this machine and will say that if you do not interest yourself in the matter I will not drop it for that reason.

After giving the above information consideration if there are other facts which you desire and if you require proof, of which I have plenty, I will be glad to furnish same to you.

Yours very truly

*W. H. Swanwick*

WHS-BL

*Motion Pictures*

721

Orange, N.J. Feb. 24, 1909.

Frank L. Dyer, Esq.,  
Marlborough-Blenheim,  
Atlantic City, N.J.

My dear Mr. Dyer:-

I had the pleasure yesterday of seeing a very good performance by means of the Chronophone, although one or two false starts were made before it could be made to work. Afterwards Messrs. Gaumont and Blache talked for a long time going over all of the old reasons why they should be licensed so far as the Chronophone was concerned. Blache practically admitted that whether or not Gaumont will abide by his contracts with Kleine depends on the vote of the Manufacturers on the Chronophone tomorrow. Mr. Kleine is to be here, and Gaumont gave me to understand, would bring the matter up.

So far as I could see, there is little to fear in the way of competition from this Chronophone, and possibly some advantage in the fact that the Licensed Manufacturers have such a device to offer to exhibitors. I was under the impression that you really did not care whether or not the

#2

Frank L. Dyer, Esq.

Chronophone is licensed, but Mr. Berst informed me over the 'phone today that you were unalterably opposed to it. Will you please let me know by wire tomorrow how you wish to have your opinion expressed and your vote cast in the matter?

You will be pleased to know that Justice Fitzgerald has refused to grant a motion of Percy Williams for an injunction. I have not seen the memorandum which the Judge handed down in the case. I will see to it that Rock stops supplying Williams at once.

Very truly yours,

GPS/ARK.

M. P. Patents Co.

721

March 3, 1909.

Frank L. Dyer, Esq.,  
Marlborough-Blenheim,  
Atlantic City, N.J.

My dear Mr. Dyer:-

As I reported to you this morning, Mr. Gaumont signed yesterday his license agreements for both the Chronophone films and the projecting machine; and also, the assignments of the Demyen patent. These papers have not been executed on the part of the Patents Company, of course, and will not be until you have an opportunity to look them over.

Mr. Kennedy called a meeting of the Manufacturers who were available (and this included Mr. Kleins) for yesterday afternoon. In view of the fact that Eugene Gline was buying a full quota of film from the several manufacturers and had only six licensed customers and had refused to have anything to do with Mr. Church, who is now in Chicago, it was decided to cut him off. Notices to this effect have not been sent out as yet by Mr. Macdonald, but presumably will be at an opportune time, so as to have the greatest effect. One or two other cases were considered, but nothing definite was done



#2

Frank L. Dyer, Esq.

about them. Mr. Kleins was authorized to immediately take up the matter of replevin suits when he arrived in Chicago tomorrow.

I called up Mr. Bruloutour this morning, and explained to him why we had not communicated with him, and I shall take up the matter of using Lumiere film with Mr. Felzer tomorrow morning.

They are now using the vacuum extracting method on the product of two spinning machines, and Mr. Aiken informs me that this method will be applied to the product of a third machine tomorrow. Mr. Aiken also informs me that he is now making eight or nine thousand a day by this method, and that in three or four weeks they expect to have the whole plant equipped with the proper apparatus for it.

Yours very truly,

GFS/AMC.

CARL LAEMMLE President

CARL AGENTS FILMER CHICAGO

TELEPHONE Main 4979



**THE LAEMMLE FILM SERVICE**

MOVING PICTURE FILMS  
MACHINE SLIDES & ACCESSORIES  
RENTED AND SOLD

Main and Ninth Streets  
EVANSVILLE, IND.  
214-216 Wells Fargo Building  
PORTLAND, OREGON

151 Main Street  
SALT LAKE CITY, UTAH  
1517 Fremont Street  
IN THE heart of the city  
OHAIHA, NEB.

100 Bakery Floor Lumber Exchange  
MINNEAPOLIS, MINN.  
78 South Front Street  
MEMPHIS, TENN.

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Canadian Offices: 405 Chamber of Commerce Bldg., Winnipeg, Man.

198-198 Lake Street

CHICAGO

March 11, 1909.

*Ans*

Mr. Frank L. Dyer,  
c/o Edison Mfg. Co.,  
Orange, N.J.

RECEIVED  
MAR 13 1909  
FRANK L. DYER

My Dear Mr. Dyer:-

The letter which herewith follows I have mailed to the Patente Co. as well as the licensed manufacturers. I want to be absolutely sure that you read it, and therefore have decided to send a copy to you personally.

"I want to put a few facts before you squarely, candidly and honestly, and will ask for a reply in the same spirit.

I will take my Minneapolis office, for example. Already the new office established there by the Independents has cut into my business. Cut into it to such an extent that it is serious. The hardest kind of work, the strongest letters and personal solicitation fail to convince the exhibitor that he should use licensed films. Nine out of ten exhibitors say that all other things being equal they would prefer independent films ten times over, rather than submit to paying a license and using the products of the Patents Company.

Eventually, if things continue as at present, it will result in my being forced to close the office; and that will mean \$30,000 less receipts per year for the licensed manufacturers with whom I do business. This, bear in mind, is but one office. The same conditions exist or threaten to exist in others.

If I should close any office, it would be practically presenting that much business to the Independents. You might almost say it would be forcing business upon them for no matter what licensed renter might immediately open in my place, he could not possibly gain back that trade once it was lost. I do not say this in a spirit of vain-glory, but am judging solely from what my customers have told me time and again. They say without equivocation that they will stick to me as long as I have an office in their territory; but no longer.

You can relieve the tension, either by reducing the amount of

#2.

film I am compelled to buy each month, or by reducing the price. The latter is, of course, preferable because it would enable me to go into the field with the best possible equipment, ready to meet and overcome all possible opposition.

If the Independents put up any sort of front at all, if they take advantage of the overwhelming sentiment now in their favor among exhibitors, they can soon bring about a state of affairs that would compel the licensed manufacturers and renters to lower prices. If we wait for them to force us, then we are on the defensive. But if we jump in now with an improved service (which can result only from a lowering of the price per foot on film), then we can hold our own.

The closing of any office belonging to any licensed renter at this time will be an admission of weakness on our part and on yours. It will go farther toward convincing the exhibitors that the Independents have the best of it than anything the Independents themselves can possibly do or say.

I don't know what your plans may be. No one else seems to know. If it is your intention not to take the exhibitors into your confidence, if you intend to hold aloof and treat them as children, that's your affair. But it will work and is working an immeasurable hardship on all licensed renters who are striving, scheming and planning to overcome the sentiment that now exists against your company, as far as exhibitors are concerned.

In fact, that feeling is so strong that I got myself in disrepute with many exhibitors because, in my advertisements, I strongly advocated the use of Patents Company films. Opprobrium was heaped upon me without stint until I was compelled to advertise along other lines, using my own reputation as an argument, instead of yours.

So, as I say, no matter what you may intend to do, no matter how strong a hand you hold, what is the use of actually forcing business away from us and to the Independents when timely action will prevent such a rotten condition of affairs?

I feel that I have turned enough thousands of dollars over to the nine licensed manufacturers (and thus indirectly to you) to be entitled to as frank an answer as I have asked for. Will you give it and greatly oblige?

Yours very sincerely,

President.

THE LARMILLE FILM SERVICE.

CL-AL

*film*

100-1000

~~594~~ 594

Mar. 15, 1909.

Mr. Carl Laemmle,  
The Laemmle Film Service,  
196 Lake St., Chicago, Ill.

My dear Mr. Laemmle:

This is in answer to yours of the 11th inst.,  
is personal to you and is not for publication or submission to  
others.

I believe our plans are certain to succeed, but we must count  
absolutely on the hearty support of the licensed exchanges. Some  
of them are undoubtedly treacherous and others are lukewarm, but,  
as I told you in New York, we intend to cut off the dishonest ones  
and to insist rigidly on the maintenance of the conditions of our  
agreements. The Independent movement, from all I can hear of it,  
is a farce so far as outside films are concerned, and it is now  
possible only because unlicensed exhibitors are using licensed films.  
The correction of these conditions takes time, but I believe they  
are gradually improving. We are making a campaign now in certain  
cities against these practices, and by means of replevin suits are  
seizing licensed films that are being shown in unlicensed theatres.  
as soon as the dishonest licensed exchanges and the so-called inde-  
pendent exchanges which handle licensed films and the unlicensed  
theatres showing licensed films realize that if these films are

Carl Laemmle.

EDISON MANUFACTURING COMPANY.  
(2)

3/15/09.

found in their possession they are liable to have them seized, I think it will go a long way towards strengthening the situation. Of course the entire trouble is that the film rental business is largely in the hands of men who have very little respect for contracts and who have no confidence in each other. Unless this condition is changed, the moving picture business must always be a hazardous and undesirable enterprise. We must certainly count on honest and forceful men of your stamp to support us, and, although you may lose at first, I believe you are sure to win out in the end. We have nothing to conceal, and I have always been absolutely frank with you. Our plans are to put the moving picture business on the high plane of the phonograph business and have our products handled by high-class, representative and reputable men. To show any sign of weakness would be to admit that the conditions of the past cannot be improved, but must always continue with price-cutting and dishonest practices always present.

I am sorry the situation in Minneapolis is so unsatisfactory, but if you want me to I will send someone out there to see if we cannot bring the exhibitors into line. If you co-operate with me I will with you, and at all times you can count on my support and sympathy.

Yours very truly,

FLD/IWM

Vice-President.

*M. P. Pat. Co.*  
**MOTION PICTURE PATENTS COMPANY**  
80 FIFTH AVENUE  
NEW YORK CITY

RECEIVED.  
JUN 10 1909  
FRANK L. DYER.

June 8th, 1909.

Frank L. Dyer, Esq.,  
Edison Manufacturing Company,  
Orange, N. J.

Dear Mr. Dyer:-

We have received an acknowledgment of our check to Mess.  
Dyer & Dyer and a letter which correctly states the terms upon which  
they accept the retainer from the Patents Company.

We have your communication of the 7th inst. enclosing the  
letter of Mr. Patrick of the Show World and your reply to him. We  
have discontinued practically all advertising and shall spend not  
over \$500. a month for this purpose during June, July and August, if  
we continue our present plan. We shall not find it advisable to use  
the Show World during these months.

You will find enclosed a copy of our reply to Mr. Patrick.

Yours very truly,

*Dwight Macdonald*  
General Manager.

IRI/H.  
*Wolfe*

525

July 10, 1909.

Chicago Film Exchange,  
52 Jackson Boulevard,  
Chicago, Ill.

Gentlemen:-

My attention has been called to the label which is being placed on a so-called "Film Standier", which you are placing on the market. This label as now worded is highly objectionable, in that it undoubtedly would mislead a purchaser into believing that the device is made by the Edison Manufacturing Company, and the statement is, therefore, in the nature of unfair trade and competition. I presume that the phrase "Edison attachment" was adopted innocently by you, and I would suggest that new labels be attached to these boxes, stating that the attachment is adapted for use on Edison Kinetoscopes, in which case there could be no objection. The statement should clearly indicate that this device is not made by the Edison Manufacturing Company.

I would be pleased to have your assurance that this change will be made at once.

Yours very truly,

OPS/ARK

General Counsel.

SALT LAKE CITY, UTAH  
ATLANTA, GA.



WE ARE AGENTS FOR  
THE VIASCOPE,  
EDISON KINESCOPES,  
POWERS CAMERAGRAPHS.

**The New  
Film Steadler  
Ask for  
Descriptive  
Clearer**

**We Release  
Twenty Reels  
of Film Per  
Week.**

### Pink Label and Fabins Henrion Carbons

## Lenses for All Distances

We are Film  
Importers, also  
Buy all  
American  
Made Films  
Including  
Phoenix Tiger  
and Carson Makes

Roll Tickets -  
Announcement  
Slides

### Ticket Holders

**All the Best  
Feature Films**

Mr. Dyer, Pres.  
Motion Picture Patents Co.  
10 - 5th Ave.,  
New York City.

Dear Sir:-

Answering your letter of recent date regarding the label which appears on the shipping boxes for our Film Steadier, we are having new labels printed to read as follows: "Film Steadier for Edison machine, manufactured by the Chicago Film Exchange."

Very truly yours,

CHICAGO FILM EXCHANGE.

Per

S/MIN

Max Lewis  
MGR.

MGR

**USE CHICAGO FILM EXCHANGE EXCLUSIVE INDEPENDENT SERVICE**



525

July 27, 1909.

Chicago Film Exchange,  
46 Jackson Boulevard,  
Chicago, Ill.

Gentlemen:-

Yours of the 23d inst. addressed to 210 Fifth Avenue, has been forwarded to Mr. Dyer at his office in Orange. The wording of the label which you propose placing upon your shipping boxes will be satisfactory to the Edison Manufacturing Company.

Yours very truly,

GFS/ARUK.

Assistant to Vice-President.

MACDONALD, & BOSTWICK

SWIGHT MACDONALD  
ARTHUR B. BOSTWICK  
TELEPHONE 5336 BRAD

COUNSELORS AT LAW  
15 WILLIAM STREET

NEW YORK, September 9, 1909.

Frank L. Dyer, Esq.,

Edison Manufacturing Company,

Orange, N. J.

My dear Mr. Dyer:

I am enclosing copies of my letter of resignation to the Motion Picture Patents Company and Mr. Kennedy's reply on behalf of the Company, which letters were exchanged in your absence.

In concluding my work as General Manager of the Patents Company, I shall be pleased to have some expression of opinion from you as to whether I have been successful in accomplishing the results which you expected of me when you selected me to assist in the organization of the Company and act as its General Manager.

You will find enclosed, a copy of my report as General Manager dated July 20th, 1909, which I have already submitted to the Board of Directors, and a supplemental report dated September 1st, which touches on several matters not included in the first report.

If there are any other subjects upon which you wish specific information as to the condition of the Company and the details of its organization, I should be pleased to furnish them to you. I shall be very glad at all times to do anything in my power to further the interests of the Patents Company or to devote myself to any other special work which you may see fit to assign to me.

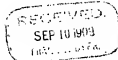
With my very kind regards, I am,

Yours very truly,

*Swight Macdonald*

DM/H.

Enc.



[ATTACHMENT]

(COPY)

MACDONALD & BOSTWICK

DWIGHT MACDONALD  
ARTHUR B. BOSTWICK  
TELEPHONE 9336 BRAD

COUNSELORS AT LAW  
15 WILLIAM STREET

NEW YORK, August 10, 1909.

Board of Directors,  
Motion Picture Patents Company,  
80 Fifth Avenue,  
New York, N. Y.

Dear Sirs:

I hereby tender my resignation as General Manager of the Motion Picture Patents Company to take effect September 1st, 1909.

The calls upon me from my professional connections which necessarily have been neglected by me while with the Patents Company, make it necessary for me to devote my entire time to the practice of the law with my firm, Macdonald & Bostwick.

As the work that required my personal attention such as the organizing of the Patents Company's staff and office, has been completed, I feel that I can now resign with the least inconvenience to the Company.

I shall be glad to have you call upon me whenever I can be of any further service and I will be pleased at all times supply any information that I have relative to the business of the Company.

Yours very truly,

DWIGHT MACDONALD.

MOTION PICTURE PATENTS COMPANY,

80 FIFTH AVENUE,  
NEW YORK CITY.

August 11, 1909.

DWIGHT MACDONALD, Esq.,  
15 William Street,  
New York City.

Dear Sir:

Your letter of the 10th instant, in which you tender your resignation to the Board of Directors of this Company, has been received and has had careful consideration.

As experience has shown that your duties as General Manager of this Company prevent your giving much attention to your law practice, and as your resignation is based upon the necessity for your giving hereafter your entire time to your professional work, we feel that under the circumstances, we can best show our appreciation of your close attention to our interests by complying with your request.

We therefore accept your resignation, as such action is within the province of the Treasurer of this Company between meetings of the Board of Directors and in the absence of the President and Vice-President.

We thank you for your offer to at all times supply us with information relative to such business as you transacted for this Company as General Manager.

It will always be a pleasure for us to learn of your success in your professional work and all your undertakings.

Respectfully,

MOTION PICTURE PATENTS COMPANY,  
J. J. KENNEDY, Treasurer.

MEMORANDUM

FRANK L. DYER,  
ORANGE, N.

September 27, 1909.

Mr. Call:

Look into the matter of the attached letter from Mr. Stevens, accompanying one from Mr. Kennedy of Buenos Aires. I do not see any objection to adding at the end of each picture two or three feet with the announcement "Edison film" or "Edison films are best", or some such announcement to bring the matter forcibly to the attention of the public. If you think the scheme is practicable, I will take it up and have it adopted. Do you know whether any other manufacturers do this, and if so, whether they charge for the extra film at the end?

F.L.D.

*Hyer*

FLD/ARK.

[ENCLOSURE]

TELEPHONE CODES USED.

FOREIGN DEPARTMENT  
OF THE  
NATIONAL PHONOGRAPH  
EDISON MANUFACTURING  
COMPANIES MANUFACTURING

10 FIFTH AVENUE.

NEW YORK, N.Y.

EDISON PHONOGRAPHS  
AND RECORDS  
EDISON PROJECTING MICROSCOPES  
AND ORIGINAL FILMS.  
EDISON PRIMARY BATTERIES  
AND TALKING MACHINE  
EDISON NUMBERING MACHINES

SALES.

*Handwritten:* New York, U.S.A. Sept. 23-1909.

Mr. F. L. Dyer, President,  
National Phonograph Co.,  
Orange, N. J.

RECEIVED  
SEP 23 1909  
N. Y. C.

Dear Sir:--

I beg to hand you herewith, copy of communication received from our Mr. Kennedy in which he suggests that we add Mr. Edison's name in large letters to the end of our films.

If you can see your way clear to do this, there is no doubt but that it would add greatly to the popularity of our films abroad. I await with interest your decision in this matter.

Yours very truly,

*Walter Stone*  
Manager Foreign Department.

enc-

[ENCLOSURE]

NATIONAL PHONOGRAPH COMPANY  
FOREIGN DEPARTMENT

Buenos Aires, R. A., Aug. 26-1909.

SUBJECT: FILMS.

National Phonograph Co., Foreign Dep't.,  
Mr. Walter Stevens, Manager,  
10 Fifth Ave., N. Y.

Dear Sirs:--

We think it would be a good idea to have the name Edison added on to the end of our films in large letters, in the same way as Pathe and other concerns place their names prominently at the end. The Edison trade-mark appears at the beginning in small letters, but before the public have seen a film they do not care about knowing whose it is, and if they do notice, they often forget before the end of the film. When a film has pleased them very much they are interested in knowing whose it is, and for that reason, the name at the end acts far more effectually as an advertisement. If you do not care to adopt this method in the States, you might prepare and send us a lot of slips of films with the name "Edison" in large letters, and we ourselves can stick same to the ends of all our films.

Yours very truly,

COMPANIA EDISON.

(Per) THOS. J. KENNEDY.

N.J. Oct. 4, 1899.

✓  
Mr. F.L. Waters,  
41 East 21st Street,  
New York, N.Y.

Dear Sir:-

I beg to acknowledge with thanks, receipt  
of your favor of the 2nd inst. enclosing samples of  
film showing the trademarks and names of the several  
Manufacturers.

Yours very truly,

ARK.

Secretary.

[ENCLOSURE]

My dear

Miss Bull

We find that all the  
Mfgs are closing their film subjects with  
a strip of "Trade Mark" varying in length.  
Even with the addition of the <sup>Trade Mark</sup> we  
believe film subjects are <sup>not</sup> rarely full length.  
Shortage is general.

Yours S. Matus 10/2/09.



[CA. 1909]

Mr. John Ott:

There seems to be a very great interest in the trade in combined moving picture machines and phonographs. Many of our competitors are working on this problem and, as you know, there are at the present time on the market a number of these devices made by outsiders. I spoke to Mr. Hiram this morning in reference to his experiments and urged him to hasten the matter as much as possible. Any work of his that you may have in charge I would like to have rushed through just as quickly as you can handle it. The element of time is very important.

END/IWW

F. L. Dyer.

1018  
Nov. 23, 1910.

Mr. H. H. Marvin,  
Motion Picture Patents Co.,  
80 Fifth Avenue,  
New York City.

My dear Mr. Marvin:-

Your favor of the 21st inst.  
has been received, enclosing the proposed list of  
guests to be invited to the Edison Dinner to be held  
on December 19th. I think the list is all right.  
Under the circumstances I doubt very much if it would  
be advisable to invite Mr. Molies'geon to the dinner.

Yours very truly,

FID/ARK.

Vice-President.

[ATTACHMENT]

Proposed list of guests to be invited to Edison Dinner to be held  
on the  
19th of December, 1910

---

|                              |              |           |
|------------------------------|--------------|-----------|
| <u>BIOGRAPH COMPANY</u>      | Mr. Kennedy  | J. J.     |
|                              | Mr. Marvin   | H. N.     |
|                              | Mr. Casler   | Herman    |
| <u>EDISON MFG. CO.</u>       | Mr. Edison   | Thomas A. |
|                              | Mr. Dyer     | Frank L.  |
|                              | Mr. Scull    | George F. |
|                              | Mr. Pelzer   | W.        |
| <u>ESSANAY FILM MFG. CO.</u> | Mr. Spoor    | Geo. K.   |
| <u>KALEM COMPANY</u>         | Mr. Marion   | F. J.     |
|                              | Mr. Long     | Samuel    |
| <u>GEORGE KLEINE</u>         | Mr. Kleine   | Geo.      |
| <u>LUBIN MFG. CO.</u>        | Mr. Lubin    | S.        |
|                              | Mr. Singhi   | F. W.     |
| <u>G. MELIES</u>             | Mr. Melies   | G.        |
| <u>PATHE FRERES</u>          | Mr. Berst    | J. A.     |
| <u>SELIG POLYSCOPE CO.</u>   | Mr. Selig    | W. N.     |
| <u>VITAGRAPH CO.</u>         | Mr. Rock     | W. T.     |
|                              | Mr. Blackton | J. Stuart |
|                              | Mr. Smith    | Albert E. |
|                              | Mr. Armat    | Thomas    |

EDISON MANUFACTURING COMPANY

April 26, 1911.

Mr. W. N. Selig,  
Selig Polyscope Co.,  
45 Randolph St., Chicago, Ill.

Dear Mr. Selig:

In presenting to you and our associates the other day the question of a small projecting machine, I stated that the pictures were not more than  $3/16$ " in height or width. I find that as a matter of fact the pictures are less than  $3/16$ " in height but are more than  $3/16$ " in width, although they are less than  $1/4$ " in width. I beg to enclose a drawing showing the exact dimensions, from which it appears that the actual picture is  $.156$ " in height and  $.208$ " in width. I also enclose a sample of the actual film used.

Since the agreement with the associate manufacturers had reference to a specific machine and as I was in error in stating that the pictures were less than  $3/16$ " in width, I take it for granted that you will permit the change to be made, in order that the figures will correspond to the actual exhibit. I will be very much obliged if you will write me a brief letter agreeing to this, and for which I thank you in advance.

Yours very truly,

ELD/IWW

President.

**MÉLIÈS MANUFACTURING CO.**

**Moving Picture Films**

PHONE: Murray Hill 1955

Licensee of Motion Picture Patents Co.

204 E. 38th Street

GASTON MÉLIÈS,  
President

New York, April 28th, 1911.

Mr. Frank L. DYER.

Thomas Edison Company.

Orange, N.Y.

Dear Mr. Dyer :-

In reply to your favor April 26th., referring  
to a small projecting machine I quite agree with you for the  
change to be made in order that the figures will correspond  
to the actual exhibit .

I am Yours very truly

G. MÉLIÈS



THE VITAGRAPH CO. OF AMERICA  
LOCUST AVENUE, BROOKLYN, N. Y.

April 28th, 1911

Mr. Frank L. Dyer,  
Thomas A. Edison Inc.,  
Orange, N. J.

Dear Mr. Dyer:

I have your favor of the 26th instant to hand, and note your remarks regarding the difference between actual size of the pictures that you intend manufacturing for the small projecting machine shown us, and the size as quoted in the supplementary agreement drawn up. We beg to advise you that the slight difference in the size of the pictures will make no difference in our attitude on this point.

Yours very truly,

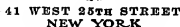
The Vitagraph Company of America,

AES/JS.



WALTER DILL

2000



Mr. Frank L. Dyer,  
President, Edison Manufacturing Co.,  
Orange, N. J.

I wish to inform you that I have noted the contents of your letter and that we have no objection whatever to your company making pictures of the size mentioned in same, and using them with privilege granted in the agreement which was executed the middle of this month.

Very truly yours,

J. A. Bent

Vice-Pres.

JAB/RM

BIOGRAPH COMPANY  
ELEVEN EAST FOURTEENTH STREET  
NEW YORK, N.Y.

April 28th, 1911

Mr. Frank L. Dyer, Pres.,  
Thomas A. Edison, Inc.,  
Orange, N.J.

Dear Mr. Dyer:-

Replying to yours of the  
26th, we agree to the modification sug-  
gested in the consent to your having a  
license to sell small projecting machines.

We agree that the dimen-  
sions of the picture shall be approximate-  
ly .156" in height and .208" in width.

Yours very truly,

H.N.M.-D.

*H.N. Marvin V.P.*





GEO. K. SPOOR, President

G. M. ANDERSON, Secretary

**Essanay**  
FILM MANUFACTURING COMPANY  
221 FIRST NATIONAL BANK BLDG.  
CHICAGO, ILL., U.S.A.

ALL FILMS MANUFACTURED  
HEREIN ARE THE PROPERTY OF  
ESSANAY FILM MANUFACTURING  
COMPANY AND ARE NOT TO BE  
REPRODUCED OR USED IN ANY  
MANNER WITHOUT THE WRITTEN  
CONSENT OF THE COMPANY

April 28, 1911

Mr. Frank L. Dyer,  
Thos. A. Edison, Inc.  
Orange, N. J.

Dear Mr. Dyer:-

I have your letter of April 26th in the matter of a small projecting machine film, with enclosures of sample film and blue print.

The Essanay company will be glad to permit a change in the agreement with the Associate manufacturers in order that the figures correspond to the actual exhibit.

Yours very truly,

ESSANAY FILM MANUFACTURING CO.,

per *Geo. K. Spoor*

Pres.

TELEPHONING:  
AUTOMATIC 4807  
HANDOLPH 3240-1

EXCLUSIVE IMPORTER OF  
GADSWORTH & TURAN-SCOTT'S FILMS  
FOR UNITED STATES

**GEORGE KLEINE**

IMPORTER OF  
**MOTION PICTURES**  
52 STATE STREET

CHICAGO, Ills.

April 28th, 1911

Thos A. Edison, Inc.,  
Orange, N.J.

Gentlemen:-

Writing in answer to Mr. Dyer's letter of April 26th we give formal consent to the use of films with the small projecting machine as described in the letter referred to, and the terms of our formal consent to the use of such pictures given recently in New York are enlarged to include films of the dimensions specified.

Very truly yours,

*Geo. Kleine*

GK/SL.

CABLE ADDRESS 'LUBIN' PHILADELPHIA

EXECUTIVE OFFICES AND STUDIO  
20TH STREET & INDIANA AVENUE

## LUBIN MANUFACTURING COMPANY

CHICAGO  
LONDON  
BERLIN  
VIENNA  
MANILA



MOSCOW  
BARCELONA  
RIO JANEIRO  
MILAN  
SIDNEY

PHILADELPHIA, PA. U. S. A. April  
Twenty-ninth  
1911

Mr. Frank L. Dyer, President,  
Edison Mfg. Co.,  
Orange, N. J.

Dear Mr. Dyer,-

Answering your letter of April 26th.  
in reference to the change in measurements on the  
special Machine, would say that I am perfectly  
satisfied to have the change made to conform with  
the film and blue print enclosed in your letter.

Yours very truly,

*Lubin Mfg Co*  
*J. H. Lubin*



# KALEM COMPANY

INCORPORATED

Manufacturers of

MOVING PICTURE FILMS

235-239 West 23d STREET

Eastman Kodak Building

Foreign Agencies

LONDON—45 Gerrard St. W

BERLIN—25 Friedrich Str.

Western Union Code

Cable Address, KALEM

Telephone, 223 Chicago

NEW YORK, April 29, 1911.

Thos. A. Edison Inc.

Mr. F. L. Dyor, Pres. Orange, N. J.

Dear Mr. Dyor:—

We have yours of the 26th and are greatly obliged to you for sending us the drawing showing the size of the picture you propose using also the sample of the film.

We hereby give our approval to the modification you propose, i.e. that the dimensions of the picture in the proposed Edison <sup>small</sup> projecting machine shall be .156" in height and .208" in width.

Yours very truly,

Kalem Co.

By 

TELEPHONES CENTRAL 4056-4067

CABLE ADDRESS "POLYSCOPE"

EUROPEAN BRANCHES:  
LONDON  
BERLIN  
PARIS



LIEBER  
AND ABC  
CODES  
U S A

May 1, 1911.

Mr. Frank L. Dyer,  
Pres. Thomas A. Edison Inc.,  
Orange, N. J.

My dear Mr. Dyer:-

Received your letter of April 26th regarding change in the size of the film for the small machine. In reply wish to state that we will gladly permit the change to be made to the size which you have stated in your letter.

Yours very truly,

*W. N. Selig*

WNS-L3

THOMAS A. EDISON,  
Chairman Board of Directors



**Thomas A. Edison, Inc.**  
Orange, N.J., U.S.A.

Edison Phonographs and Records  
Edison Primary Batteries  
Edison Kinetoscopes and Motion Picture Films  
Edison Business Phonographs

FRANK L. DYER,  
PRESIDENT

LONDON  
PARIS  
BERLIN  
SYDNEY  
BUENOS AIRES

CABLE ADDRESS  
"ZYMOTIC, NEW YORK"

January 16, 1912.

Mr. Frank L. Dyer,  
C/o Loomis Sanitorium,  
Loomis, N. Y.

Dear Mr. Dyer:

With the idea of shielding you from all business worries, the powers that be, at the Motion Picture Patents Company have withheld from you the fact that the United States Government are investigating the Patents Company as to its standing under the Sherman Law. Mr. Polzer has been under examination and it has been his policy to disclose all the workings of the company in an effort to show that there is no infringement of the law.

This information came to me yesterday, through Mr. Small, and I agreed with him that it was a matter which you should at least know of, and that immediately, and to that end I advised that Mr. Scull, accompanied by Mr. Homer (whom I understand, as a friend of Mr. Mervin's, has had this matter in hand) should go right up to Liberty and give you the facts in the matter.

This morning Mr. Small advises me that Mr. Polzer did not endorse my judgment in the matter, and he (Mr. Polzer) is coming out to advise Mr. Edison of the conditions.

Yours very truly,

DICTATED TO AND TRANSCRIBED FROM THE EDISON BUSINESS PHONOGRAPH

E. E.

*Later. Polzer has seen Mr. E. who says not to bother you about it.*

[ATTACHMENT]

Church: Nothing in this  
to worry about. Our position  
is rather ~~right~~ <sup>right</sup> or wrong, and  
I know it entirely right.

We have absolutely nothing  
to conceal or be afraid of.

Tell Pidge to put me advised  
of results, and that I can  
come down if necessary.

Ryan

14  
DYER, DYER & TAYLOR  
31 NASSAU STREET  
NEW YORK

RICHARD N. DYER  
LEONARD H. DYER  
JOHN ROBERT TAYLOR



August 27, 1912.

Frank L. Dyer, Esq.,  
Orange,  
N. J.

Dear Frank:-

I enclose herewith copy of a letter written by Mr.  
O. D. Davis, of Washington, D. C., to his brother, W. R. Davis,  
of New York. The letter explains itself. I do not know Mr.  
Krats's address.

Yours affectionately,

*Conrad A. Dyer*

LHD/B.  
Enc.-Copy letter.

*CC  
Send copy of association  
letter to each member, and  
ask him where he thinks  
of the suggestion  
Dyer*



[ENCLOSURE]

(COPY)

DAVIS & DAVIS,  
Patent Lawyers,  
908-914 G Street, Northwest, Washington,  
220 Broadway, New York.

Washington, D.C., Aug. 17, 1912.

New York Office:

My dear Will:

I will leave here Monday for Indianapolis and will probably get back here by Thursday morning. Re Autopiano Trade Mark.

I observe by the Press that our friend Frank L. Dyer has been drawn into the moving picture anti-trust fight as an individual defendant. It has just occurred to me that Mr. Dyer might feel the need of personal counsel to take care of his own personal interests in the matter. If you hear of any need in this respect I suggest that you keep in mind my friend John A. Kratz, Jr. In my opinion Kratz is the best posted lawyer in this country today as to the rights of patentees under the Sherman anti-trust law. As assistant to the Attorney General he has been in several of the largest anti-trust cases among them being the New Haven and Boston and Maine merger case and the General Electric case which latter was settled by consent decree drawn up largely by Kratz. He was also associated with Mr. Moody in the beef trust case and he has done some work in the Kodak and watch trust investigations. I worked with him to some extent in the electric lamp case and I was astonished at the thoroughness of his fundamental knowledge as to the nature of patents. It is my own opinion that it was through his own personal efforts that the government brought the General Electric people to book. He would therefore be just the man for Mr. Dyer to retain whether or not the government suit is to be fought.

[ENCLOSURE]

Page 2.

Another thing which makes Kratz more desirable than any man I know of in this matter is that he is intimately acquainted with the attorneys in the Department of Justice who prepared the Bill in the case filed against Mr. Dyer. If an intimacy of that sort would be of value in the case there is no other man that would serve the purpose better than Kratz.

Yours very truly,

(Signed) C.D.D.

CDD--BIB

J.H. CALDWELL  
CHESTER W. MASSLICH  
ROBERT A. REED  
HERBERT A. STODOLY  
THEODORE F. SILVERMAN  
DANIEL V. RAYMOND

CALDWELL, MASSLICH & REED  
AMERICAN SURETY BUILDING  
100 BROADWAY

LAW OFFICES  
"TELEPHONE REEDER AND  
CABLE ADDRESS "CALDWELL"

405  
NEW YORK November 6, 1912.

Mr. Frank L. Dyer,  
President,  
Motion Picture Patents Co.,  
Orange, N.J.

Dear Mr. Dyer:

I send you herewith copy of the opinion of Judge  
Gray of the United States Circuit Court of Appeals, affirming  
the decree of the court below in the Melies case.

Yours very truly,

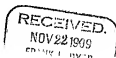
J.H.C.-S.

Return to  
Legal Dept.  
J.H.C.  
J.H. Caldwell.  
Mr. Godes in  
Please note and  
submit  
H. B. W.

**Motion Picture Patents Company Records  
Farrell, John W. (1908-1910)**

This folder contains correspondence and other documents authored by or sent to John W. Farrell, an employee in the Kinetograph Department of the Edison Manufacturing Co. Other correspondents include Frank L. Dyer and George F. Scull. The documents deal mainly with MPPCo manufacturers' meetings and evaluations of projecting machines.

Less than 5 percent of the documents have been selected. The unselected items pertain to film prices, standing orders for purchases, advertising, and foreign markets.



Nov. 22, 1909.

Mr. F. L. Dyer & Files: 671

On Saturday I called at the office of Mr.C.B.Kleine, #662 Sixth Ave., New York, and saw his son, Mr.O.B.Kleine. Had quite a long and pleasant talk with him, with the result that he has arranged to use our Model "B" Mechanism in future on their double dissolving stereopticon apparatus. This is the result principally of the hardened star wheel and cam, as well as the steel sprockets and the nickel-plated Mechanism support. They formerly used the Power's Mechanism, but now like our Mechanism better. They have arranged to illustrate this in all of their printed matter.

Regarding the Edengraph, Mr.O.B.Kleine stated there was nothing doing with this at present, and did not think there would be, until it was made much more stronger and durable than at present. In fact, he had three Edison machines in his show room and none of any other make.

Yours very truly,  
KINETOGRAPH DEPARTMENT,

J. W. Farrell

N

Pratt

671

Dec. 3, 1909.

Mr. Farrell:-

At a meeting of the Manufacturers held yesterday, it was decided that the 9-cent price for special topical pictures was to be net. That is, no rebate is to be given on it. I have notified Waters of this and unless it will embarrass you very much in view of the statements that may have been made at the time the films were purchased, I think this net price should apply to the Atlanta Race pictures as well as any others, about which Waters is worrying.

G. F. S.

GFS/ARK.

671

Dec. 22, 1909.

Mr. Farrell:-

Please note that the following was adopted at the Manufacturers' meeting on Monday. Please be guided hereafter accordingly, in making your reports:

"It was agreed that the weekly reports of leases to the auditor should include only the regular releases leased at 9 cents and over."

G. F. S.

GFS/ARK.

*Bond*

*6/7/1*

*OK*

RECEIVED  
MAR 15 1910  
G. F. SCULL

March 14, 1910

MR. G. F. SCULL:

Please note the following extract from communication of the Yale Amusement Co., of Kansas City, received today, such communication being dated March 11:

"Yours of the 8th received and note you state that the Motion Picture Patents Co., advise that you cannot supply 25 ct. titles for film subjects only as an extra title when the original subjects are purchased. We cannot afford to place an order for an extra title for releases as shipped to us.

As regards our getting titles from some of the manufacturers at 25 cents, you will have to accept my statement as regards this, as I have cut out the practice of quoting names of manufacturers who are kind enough to make concessions along proper lines. You can rest assured that I make no statements at any time that are not strictly true. I am sorry that you manufacturers as a whole refuse to supply titles to the exhibitors at 25 cts. each. I realize it is a very small matter and one that I do not care to stir up trouble with, and sorry, however, that you cannot meet our requirements."

In connection with this matter of supplying 5' titles for 25¢ after release date of films, we have had inquiries of a similar nature from other Exchanges, but have always turned them down. Personally, I think that if we could <sup>touch</sup> ~~touch~~ a point and permit the supply of these titles under the conditions mentioned, it no doubt, <sup>would</sup> ~~would~~ eliminate the supply of titles by other individuals or concerns such as the Chicago party. While I do not know if the practice of supplying titles by outside concerns of our subjects is still in vogue, I know that it was, not very long ago in Chicago.

If you have any advice or additional information that I can forward to the Yale Film Exchange and to Mr. Hardin for his other customers, I would be pleased to receive the same.

KINETOGRAPH DEPARTMENT  
J. W. P. *McFarrell*

*Boone*  
671

March 15, 1910

MR. G. F. SULL:

In connection with matters which you might bring before the Manufacturers, one of them is the fact that the Yale Film Exchange of Kansas City claim they are receiving extra 5' titles for 25¢ from other film manufacturers. They asked us to do the same, but we refused; this refers to the supply of 5' titles on subjects after their release date.

Referring to the account of the H. Lieber Co., which is unpaid since last November, would state that this is for films replaced on non-inflammable stock and which they refuse to pay. The prices charged were in accordance, at that time, with the Sales Department Bulletin No. 43. \$250

In connection with the unpaid account of the Yale Amusement Co., part of this is for films replaced according to Sales Bulletin No. 43 to the Monarch Film Exchange, the early part of Jan. 1910, which they also have so far refused to pay because of the exorbitant price.

The third case where Invoices have been held up is the National-Vaudeville Film Exchange of Detroit. Their bills run back as far as ~~last November and October~~ <sup>Nov 99</sup> for the same reason.

Enclosed is copy of Bulletin No. 43.

Yours very truly,

KINETOGRAPH DEPARTMENT

J.W.F.

*J. N. Lacey*

H.

*Not 286.70  
Vnu 397.14  
Nov - 77.60*



671

April 16, 1910.

Messrs. Farrell and Pelzer:-

At the last meeting of the Manufacturers, the two following items were adopted, both of which will interest you:

EXTRA TITLES:

It was agreed unanimously that the Manufacturers should be permitted to supply additional titles or sub-titles at any time for their own or other licensed Manufacturers' films, at 5 cents per foot, it being understood that letters, clippings, telegrams, and the like, should not be considered as titles or sub-titles, but as part of the picture, and charged for at the regular prices.

SHIPMENTS AT EXCHANGES' RISK:

In order that there shall be a common practice, it was agreed that all shipments of films should be made at the risk of the consignee and that no allowance whatever shall be made for late delivery or destruction en route, unless such delay or destruction is caused by the fault of the manufacturer.

G. F. Soull.

GFB/ARK.

**Motion Picture Patents Company Records  
Hardin, John (1908-1910)**

This folder contains correspondence between Frank L. Dyer and John Hardin, the western representative of the Kinetograph Department of the Edison Manufacturing Co. The documents relate to the manufacture, distribution, and exhibition of motion pictures. Also included are letters pertaining to censorship and litigation.

Less than 5 percent of the documents have been selected. Some of the unselected correspondence concerns the "Viascope" projecting machine.

THOMAS A. EDISON,  
PRESIDENT.

W. E. SILLIMORE,  
VICE-PRESIDENT & GENERAL MANAGER.

C. H. WILSON,  
ASSISTANT GENERAL MANAGER.

A. WESTEE,  
SECRETARY & TREASURER.



THOMAS A. EDISON.

## EDISON MANUFACTURING CO.

MAIN OFFICE AND FACTORY  
ORANGE, N. J.

### EDISON PROJECTING KINETOSCOPES AND FILMS.

10 FIFTH AVENUE, NEW YORK.  
309 N. LA SALLE AVENUE, CHICAGO.

CABLE ADDRESS  
"KURILIAN, NEW YORK"

IN REPLYING ADDRESS THE COMPANY NOT THE  
INDIVIDUAL AND MENTION THESE INITIALS.

ADD IN YOUR REPLY TO

J H

Mr. Frank L. Dyer, General Counsel

Edison Mfg. Co.,

Orange, N. J.

Aug. 21, 1908

Dear Sir:-

In discussing various matters with several of the film renters and with Mr. Selig yesterday, it was decided that I be requested to write you and ask you to kindly forestall if possible any intention on the part of some of the manufacturers such as Mr. Lubin or the Kalem Company in regard to bringing out a reproduction of the recent Springfield riot.

These two manufacturers, especially Lubin, seem to think it a great point to make pictures of such gruesome affairs, and it only has a tendency to bring the whole moving picture business into disrepute with the public and with the daily papers, who are already only too glad to get a chance to jump on the moving picture theatres on the slightest pretext. Such a picture as this, would not pass inspection in Chicago, but it would necessarily be shown in nearly all of the other cities, and would have a bad effect on the business along the line.

Trusting that this letter will not be considered presumptuous on my part, I am,

Yours very truly

Edison Mfg. Co.  
Eastern Representative.

JH/JD

546

Aug. 26, 1908

Mr. John Hardin,  
Edison Manufacturing Company,  
304 Wabash Avenue, Chicago, Ill.

Dear Sir:--

I have carefully considered yours of the 21st inst., in regard to the possible reproduction of the Springfield riot. It appears to me that if any manufacturer is about to produce such a film he would have already taken steps to that end and probably have expended considerable money. Under such circumstances, we would not be justified in taking any steps to induce him to abandon his project. If, however, such a film is produced, I agree with you that it would have a tendency to bring the moving picture business into disrepute and I certainly would bring up the matter at the next manufacturers' meeting and attempt to have them agree not to put out such films. I wish you would communicate my ideas on this point to Mr. Selig.

Very truly yours,

GFS/MJL

General Counsel.

THOMAS A. EDISON,  
PRESIDENT

FRANK L. DYER,  
VICE-PRESIDENT & GENERAL COUNSEL

C. H. WILSON,  
REPRESENTATIVE

A. WESTEE,  
SECRETARY & TREASURER



THOMAS A. EDISON

IN REPLYING ADDRESS THE COMPANY NOT  
THE INDIVIDUAL AND MENTION THESE INITIALS.

**EDISON MANUFACTURING CO.**  
MAIN OFFICE AND FACTORY  
ORANGE, N. J.  
**EDISON PROJECTING KINETOSCOPES AND FILMS.**

10 FIFTH AVENUE, NEW YORK.  
309 WABASH AVENUE, CHICAGO.

CABLE ADDRESS  
"KUPILLIAN, NEW YORK"

J H

ADDRESS YOUR REPLY TO

Sept. 23, 1908

Mr. Frank L. Dyer, Vice-Pres. & Gen. Counsel  
Edison Manufacturing Co.,  
Orange, N. J.

Dear Sir:-

We are enclosing herewith circular which is being put out by Pathe Company in regard to sale of old film subjects.

It was our impression that our price was limited to 9¢ per foot on these and there are some subjects in our stock room at this office, which we would be glad to get rid of at the same price. We also call your attention to the fact that the Pathe Company are allowing the rental exchanges to take two of their weekly output allowing the rental exchanges to take two of their weekly output at 12¢ per foot instead of charging them selected price of thirteen cents. Their total output is four films per week and they split the difference with their customers between eleven and thirteen cents where they only wish to take only two subjects.

Yours very truly,  
EDISON MANUFACTURING CO.,

EDISON MANUFACTURING CO.,

JH/JD

Western Representative

546

Sept. 25, 1908

John Hardin, Esq.,  
304 Wabash Avenue,  
Chicago, Ill.

Dear Sir:--

Yours of the 23rd inst., enclosing a circular of Pathe Freres, is at hand.

The Manufacturers agreed, on September 10th, to alter the prices of film according to the enclosed list, and you should have been notified by the Kinetoscope Department before this of these new prices.

As you will note, Pathe Freres have a right to sell these films at five cents, provided they are subjects which have been on sale six months. If you have any subjects falling under these different classes, of course, the prices given will hold good as to them. You are particularly to note the fact that the rebate of 10 per cent is not allowed below a nine cent price.

The matter of splitting the standing orders of Pathe Freres, as well as those of some of the other manufacturers, was discussed at the Manufacturers' meeting, and it was agreed that the rule should be strictly adhered to, so that the standing order clause is to be interpreted as for all of a manufacturer's product, and there is no such price as 12 cents per foot authorized under any circumstances.

J.H.M.

2.

Sept. 25, 1908

Mr. Borst acquiesced in this, and it is possible that the incident of his splitting the standing orders, to which you refer, occurred before that meeting. If, however, you find that Pathe Freres, or any of the other manufacturers, are still doing this, I will be greatly obliged if you will notify me at once, so that I can take up the matter with them.

Yours very truly,

GWS/AWL

General Counsel.

THOMAS A. EDISON,  
PRESIDENT

W. E. GILMORE,  
VICE PRESIDENT & GENERAL MANAGER

C. H. WILSON,  
ASSISTANT GENERAL MANAGER

A. WESTER,  
SECRETARY & TREASURER



THOMAS A. EDISON

## EDISON MANUFACTURING CO.

MAIN OFFICE AND FACTORY  
ORANGE, N. J.

### EDISON PROJECTING KINETOSCOPES AND FILMS.

10 FIFTH AVENUE, NEW YORK.  
306 WASHINGTON AVENUE, CHICAGO.

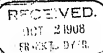
CABLE ADDRESS  
"KINUSILIAN, NEW YORK"

IN REPLYING ADDRESS THE COMPANY NOT THE  
INDIVIDUAL AND MENTION THESE INITIALS.

J H

ADDRESS YOUR REPLY TO

*Chicago.*



Mr. Frank L. Dyer, General Counsel

Edison Manufacturing Co.,

Orange, N. J.

Dear Sir:-

we have your favor of 25th inst., relative to the change in price of films, as agreed on by the manufacturers September 10th, and beg to thank you for this information.

In regard to the Pathe Freres selling two films per week at 12¢ per foot, I am informed that they gave their customers notice two weeks ago, that this price would be changed after this week so that they would be obliged to pay 11¢ and take the entire output or 13¢ for selected subjects, but that the 12¢ price is in effect up to next Saturday October 3rd. I received a list of prices at which we could sell old films from the Kinetograph Department on the same day I received your letter on this subject.

Trusting that this will be satisfactory, I am

Yours very truly

EDISON MANUFACTURING CO.

JH/JD

*Gauze*

*Franklin*  
Western Representative



**MOTION PICTURE PATENTS COMPANY RECORDS  
GENERAL FILM COMPANY**

Organized on April 18, 1910, in the State of Maine, the General Film Co. granted licences to exchanges that distributed films produced by the licensed manufacturers of MPPCo. The portion of the company's stockholdings controlled by the Edison Manufacturing Co. was transferred to Thomas A. Edison, Inc., in 1911 and sold in 1917.

The records consist of correspondence and other documents, including financial statements, circulars, agreements, minutes, and clippings. The material pertains to the administration and dissolution of the General Film Co. and to the related interests of the Edison Manufacturing Co. and Thomas A. Edison, Inc. Most of the correspondence is by Frank L. Dyer, vice president of the Edison Manufacturing Co. and later president of Thomas A. Edison, Inc., and by his assistant, George F. Scull. Other Edison company officials who appear as correspondents include Carl H. Wilson, general manager of the Edison Manufacturing Co. and later vice president and general manager of Thomas A. Edison, Inc.; Leonard W. McChesney, manager of the Motion Picture Division; and Horace G. Plimpton, manager of negative production in the Kinetograph Department. Also included is correspondence by Jeremiah J. Kennedy, president of the General Film Co., and his successors, Jacques A. Berst and Benjamin B. Hampton. In addition, there are several letters to or from Edison or bearing his marginalia, as well as memoranda in his hand regarding the reorganization of the General Film Co. Most of the documents relate to the distribution of motion pictures in the United States and Canada. A few concern censorship and film criticism.

#### General Film Company (1909-1911)

This folder contains correspondence and other documents authored by or sent to Frank L. Dyer, Carl H. Wilson, and other officials of the Edison Manufacturing Co. and Thomas A. Edison, Inc. There are also letters by Jeremiah J. Kennedy, president of the General Film Co. Included are complaints about Kennedy's presidency and reports concerning exhibitors and exchanges. There are also several letters relating to censorship, including one item written on behalf of the Committee of One Hundred in New York City by social reformer Dr. Henry Moskowitz. Other letters pertain to film criticism; royalties paid to Wright Bros. of Dayton, Ohio, on the motion picture, *Wright Bros. Aeroplane*; and the bylaws of the General Film Co. Some of the letters bear Edison marginalia.

#### General Film Company (1912)

This folder contains correspondence and other documents authored by or sent to Edison, Frank L. Dyer, and other officials of Thomas A. Edison, Inc. Many of the items concern a proposal to reorganize the General Film Co. and form a new company in response to antitrust litigation. These include two memoranda in Edison's hand and a typewritten draft bearing his marginalia. Some of the letters relate to Dyer's service and resignation as a director of the General Film Co. Others pertain to net earnings; an injunction against the company by the attorney general of Texas; and the market for motion pictures in Cuba, Puerto Rico, Hawaii, and the Philippines. There is also material regarding the establishment of a British firm comparable to the General Film Co. One letter discusses film prints requested for Mina Miller Edison's "entertainments" at the Orange Methodist Episcopal Church.

#### General Film Company (1913-1915)

This folder contains correspondence and other documents authored by or sent to Edison, Leonard W. McChesney, George F. Scull, Carl H. Wilson, and other officials of Thomas A. Edison, Inc. There are also letters to and from Jacques A. Bert, vice president of the Selig Polyscope Co. and president of the General Film Co. Many of the documents concern canceled orders for three-reel films. Also included are letters from branch managers of the General Film Co. reporting criticism of Edison's comedies by exhibitors and patrons. One letter compares Edison's films to those of Charlie Chaplin and the Keystone Co. Some of the documents pertain to stockholders' meetings and to the federal government's antitrust suit against MPPCo.

#### General Film Company (1916)

This folder contains correspondence and other documents authored by or sent to Thomas A. Edison, Charles Edison, Leonard W. McChesney, Carl H. Wilson, and other officials of Thomas A. Edison, Inc. Most of the documents relate to the stockholders and board of directors of the General Film Co. Included are items pertaining to the resignation of George Kleine as president of the company and the election of Benjamin B. Hampton as his successor. Some of the letters discuss law suits against Thomas A. Edison, Inc., resulting from its connection with the General Film Co.

**General Film Company (1917-1919)**

This folder contains correspondence and other documents relating primarily to the disposition of the common stock of the General Film Co. Most of the letters are by Benjamin B. Hampton, Leonard W. McChesney, and Carl H. Wilson. One item bears Edison marginalia. Included is a summary of the participating profits in the General Film Co. for 1905-1916, along with a summary of film royalties received by Thomas A. Edison, Inc., from MPPCo during the period 1910-1915. Several documents relate to a proposed Canadian corporation. Other items pertain to a suit brought against the General Film Co. by its preferred stockholders.

**Motion Picture Patents Company Records  
General Film Company (1909-1911)**

This folder contains correspondence and other documents authored by or sent to Frank L. Dyer, Carl H. Wilson, and other officials of the Edison Manufacturing Co. and Thomas A. Edison, Inc. There are also letters by Jeremiah J. Kennedy, president of the General Film Co. Included are complaints about Kennedy's presidency and reports concerning exhibitors and exchanges. There are also several letters relating to censorship, including one item written on behalf of the Committee of One Hundred in New York City by social reformer Dr. Henry Moskowitz. Other letters pertain to film criticism; royalties paid to Wright Bros. of Dayton, Ohio, on the motion picture, *Wright Bros. Aeroplane*; and the bylaws of the General Film Co. Some of the letters bear Edison marginalia.

Approximately 30 percent of the documents have been selected.

COMMITTEE OF ONE HUNDRED  
FIFTH AVENUE BUILDING  
MADISON SQUARE, NEW YORK  
ENTRANCE ROOM 1123  
TELEPHONE GRAMERCY 1878-7

EUGENE N. GUTENBRIDGE Chairman  
WILLIAM A. COAKLEY Vice-Chairman  
JOSEPH M. PRICE Secretary  
PERCIVAL KUHNE Treasurer  
RAYMOND V. INGEROLL  
General Executive Committee

August 17th, 1909.

*Mr. Nathan*  
The Edison Mfg. Co.,  
73 Lakeside Avenue,  
Orange, N. J.



*Recd 1/13/10  
Lent*

Gentlemen:-

The Committee of One Hundred is contemplating a moving picture campaign and is desirous of securing estimates on films dealing with city conditions. Such films must doubtless be ordered. Does your company engage in this branch of the moving picture industry? If so, can you call upon me at your earliest convenience for an interview on this matter.

The Committee is also desirous of securing pictures dealing with conditions in foreign lands. If such films are in your possession we shall be glad to consider an estimate on the purchase or use of the same.

Very truly yours,

M/H

Private and confidential.



798

Messrs. Brown, Westco, Buchler, Bokart, John Pelzer, Boull and  
Dyer:

On the moving picture No. 6504 "WRIGHT BROS. AEROPLANE"  
released August 20th, we are to pay Wright Bros. a royalty of  
2 cents per running foot on all positive pictures sold in the  
United States during the first two months after released, and 20%  
of the net selling price on any pictures sold in the United States  
after two months from the release date. We are also to pay them  
a royalty of 20% of our net selling price on pictures sold for  
export, this including such pictures as we sell to Mr. Graf or  
Mr. Stevens, and the net price is to be based on the price which  
we charge them.

Under this arrangement a proper and accurate record should  
be kept of all films sold, and a statement covering the royalties  
due Wright Bros. should be sent to them, together with a check  
for the amount of royalties as shown thereon, between the 1st and  
15th day of each month covering all pictures sold during the  
preceding calendar month.

Wright Bros.' address, unless we are advised to the contrary,  
will be Dayton, Ohio.

Contract covering this royalty has been sent to Mr. Buchler  
to be filed with other contracts.

Unless further advised, you are not to make any extra charge  
to Mr. Stevens or Mr. Graf on account of this royalty which we have  
to pay on such prints as they may order of this picture.

8/24/09.

C. H. W.

REFER TO THIS NUMBER  
IN YOUR REPLY

1488

*Genfilm Co*

MEMORANDUM

FRANK L. DYER,  
CHANCEMAN

Mr. Edison:

5/4/10.

I hand you herewith letter from Mr. Kennedy dated April 30th, accompanying the By-Laws of the General Film Company. You might like to look these over and make any notes of points you would like to discuss. The By-Laws were very carefully prepared and have been designed to meet all the objections raised by the various manufacturers. It was not easy to meet all the points brought up by Mr. Berst. Please consider the By-Laws confidential and let me have them back when you have read them over.

FLD/IWW

F. L. D.

Enc-

*General Film Co.*

172

August 22, 1910.

Mr. Frank L. Dyer,  
Genanoque, Box 400,  
Ontario, Canada.

My dear Mr. Dyer:-

Messrs. Selig and Kleine were on today for a Manufacturers' meeting which is to be held on Wednesday beginning at 10 o'clock. A General Film Company meeting is to immediately follow it. I had quite a long talk with them at their solicitation, in the course of which finding their feelings on the subject, I was quite frank with them. They in general resent very much being kept in the dark as to what is going on at No. 10 Fifth Avenue. Kennedy is apparently carrying out his plan as outlined to you and in their case they resent it, since as they claim, in many cases subordinates of the General Film Company in Chicago know of things before the Western Committee does.

Kleine in particular expressed the greatest friendliness for Mr. Kennedy, but he does not believe that placing all the power and action in one man's hand is a good thing, because it tends to make all of the others lose their interest and at



#2- F. L. D.

the same time because of what each Director has at stake he believes they should have ready information.

He also objects very strongly to Kennedy's "big stick" methods towards exchanges, especially to the Amalgamated Exchange and resents very much some telegrams which Kennedy has sent him in reference to the latter. There were a number of other matters discussed but in general I find that they had the same feelings in regard to the matter as we have expressed in our discussions of affairs at No. 80 and No. 10 Fifth Avenue. I feel pretty sure that while, of course, Kennedy will resent very much anything in the way of interference on the part of the Directors, something will be undoubtedly done to give him to understand that others have enough at stake to warrant their knowing what is going on.

Under the foregoing circumstances, it seemed to me that it would be unnecessary for you to come down to this meeting as you agreed to do if I thought it was necessary. I believe that everything will be taken up at the meeting that would have been taken up if you were here, and if there is to be anything in the way of slight disagreements it might be well to have you in a neutral position to act as arbitrator hereafter.

I may take it upon myself to go to the Manufacturers' meeting on Wednesday morning. I think I can do this with the proper explanation to Pelzer as to my reasons for it. It may

#3 - F. L. D.

be that nothing whatever will happen there of interest, but I think that something might come up of which I have knowledge and Felzer has not.

I confirm herewith telegram which I sent you this afternoon:-

"Manufacturers and General Film meetings Wednesday. After conference with Kleine and Selig today, find they object to Kennedy's methods. In general their attitude is ours. Their grievances will force issue on question of restraining Kennedy's one man power idea. This information for your guidance but believe your attendance not necessary."

Very truly yours

WES/ARK.

E. M. G. 1910

J. J. KENNEDY  
ENGINEER  
52 BROADWAY NEW YORK

September 1, 1910.

EDISON MANUFACTURING COMPANY,  
Orange,  
NEW JERSEY.

*Dyer*  
*SA 3-100*  
*W. L. S. 1910*

Dear Sirs:

On August 19th, I received a letter from Messrs. Pathe Freres, informing me that they had decided not to have their films censured in the future by the Board of Censorship, and that they would also cease contributing to the support of said Board.

On account of this decision on the part of Messrs. Pathe Freres, it will be necessary for each of the remaining licensed manufacturers and importers to increase their contributions to this Board proportionally.

*Pathe*  
*Sept 11 1910*  
*[Signature]*

Until any further change takes place in the number of the weekly releases or in the number of contributors to this Board, the amount of your contribution each month will be \$47.37, and should be sent to me as heretofore, before the 14th of each month.

*7d. 4. Miller*  
*Please note this*  
*[Signature]*

Yours very truly,

*J. J. Kennedy*

RECEIVED  
JAN 8 1911  
FRANK L. DYER.

1357  
General Film Company  
10 FIFTH AVENUE  
NEW YORK, N. Y.

December 28, 1910.

*General Film Co*  
*John*  
**To Stockholders General Film Company.**

Notice is hereby given that the annual meeting of the Stockholders of the General Film Company will be held at the office of the Company, No. 95 Exchange Street, in the City of Portland, State of Maine, on Tuesday, the 17th day of January, 1911, at eleven o'clock in the forenoon, for the election of ten directors for the ensuing year, and such other business as may properly be brought before the meeting.

In accordance with the provisions of Section 5 of Article IV of the By-Laws, the stock transfer books of the Company will be closed on December 28, 1910, and will be opened at twelve o'clock, noon, on the day following the annual meeting.

The following proposed amendments to the By-Laws of the Company will be submitted for adoption at this meeting.

**AMENDMENT NUMBER ONE.**

Section 5 of Article IV reads as follows:

"The stock transfer books of the Company shall be closed twenty (20) days before the date of each annual meeting of the stockholders, and shall be opened at twelve o'clock noon on the day following each annual meeting of the stockholders."

"The stock transfer books of the Company shall be closed ten (10) days before the date on which each dividend is payable, and shall remain closed until twelve o'clock noon on the following day."

It is proposed to amend this section by inserting the words "at twelve o'clock noon" before the word "twenty" in the first paragraph, and by making the same insertion before the word "ten" in the second paragraph.

**AMENDMENT NUMBER TWO.**

The first paragraph of Section 1, Article V, reads as follows:

"The annual meetings of the stockholders of the Company shall be held in the City of Portland, State of Maine, at eleven o'clock in the forenoon, on the third Tuesday in January each year, unless a different hour is named in the notice to the stockholders. At each annual meeting the President and Treasurer shall submit to the stockholders, reports showing the operations of the Company, and a balance sheet and profit and loss statement for the year ending on the last day of the preceding December, and the Clerk shall have for inspection by the stockholders, and for reference, a list of the stockholders of the Company, alphabetically arranged and showing the number of shares of preferred stock and the number of shares of common stock held by each stockholder, as recorded in the stock-

# ARTICLE IV. THE BOARD OF DIRECTORS.

## SECTION 1.

### THE BOARD OF DIRECTORS.

The Board of Directors of the Company shall consist of not less than five nor more than fifteen persons, who shall hold office until the next annual meeting of the stockholders. The Board of Directors may increase or decrease the number of directors, but not so as to exceed the number of directors authorized in the Charter of the Company. The Board of Directors shall elect one or more of its members to be President of the Company, and one or more to be Vice Presidents, and one or more to be Secretary, and one or more to be Treasurer, and one or more to be Clerk, and one or more to be Controller, and one or more to be Comptroller, and one or more to be Auditor, and one or more to be Counsel, and one or more to be any other officer or agent of the Company. The Board of Directors shall also elect one or more of its members to be Chairman of the Board, and one or more to be Vice Chairmen, and one or more to be any other officer or agent of the Company. The Board of Directors shall also elect one or more of its members to be any other officer or agent of the Company.

books of the Company twenty (20) days before the date of the annual meeting."

It is proposed to amend this section by cancelling the words "eleven o'clock in the forenoon" and substituting the words "twelve o'clock noon."

## AMENDMENT NUMBER THREE.

The first paragraph of Section 2, Article V, reads as follows:

"Special meetings of the stockholders of the Company shall be held whenever such meetings are called by the Clerk or the Secretary of the Company. The Clerk or the Secretary of the Company shall call special meetings of the stockholders when directed to do so by resolution of the Board of Directors, or when requested in writing by the holders of a majority of the issued and outstanding shares of the common stock of the Company."

It is proposed to amend this paragraph by cancelling the words "or the Secretary" at both places.

## AMENDMENT NUMBER FOUR.

The first paragraph of Section 3, Article V, reads as follows:

"The Clerk or the Secretary of the Company shall call each annual and special meeting of the stockholders, by preparing a written or printed notice of the meeting, and mailing it, not less than fifteen (15) days before the date of the meeting, postage prepaid, to each stockholder of record, at the post-office address recorded in the stockbooks of the Company."

It is proposed to amend this paragraph by cancelling the words "or the Secretary."

## AMENDMENT NUMBER FIVE.

Section 5 of Article VII reads as follows:

"The Clerk shall maintain a resident clerk's office in the State of Maine, and he or the Secretary shall prepare and mail notices of annual and special meetings of the stockholders; shall include in notices of stockholders' meetings, such proposed amendments to the By-Laws as are recommended by the Board of Directors or in writing by any stockholder; shall keep complete minutes of all meetings of the stockholders; shall notify all directors of their election and obtain their acceptance of office or refusal to serve, and shall perform all other duties that he is required to perform by the laws of the State of Maine and by these By-Laws."

It is proposed to amend this section by cancelling the words "or the Secretary."

WILLIAM FELZER,  
Secretary.

*H.P.  
5m96  
W. J. Mullins  
H. H. Harkins and  
Chas. C. Ryan*

J. J. KENNEDY  
ENGINEER  
52 BROADWAY NEW YORK

January 7, 1911.

EDISON MANUFACTURING COMPANY,  
Orange,  
NEW JERSEY.

Dear Sirs:

Messrs. Pathe Freres have announced that as the Board of Censors has censured their films since September, in which month they ceased contributing toward the support of this Board, they will resume paying the usual contributions and in addition, will pay their portion of the contributions beginning with September, 1910.

This decision on their part, decreases the amount of your monthly contribution mentioned in my letter to you of September 1, 1910.

As you released three reels each week instead of two, beginning with the first week in November, there is an increase in your monthly contribution beginning with that month.

The following statement shows the contributions for each month revised in accordance with the foregoing, and the payments that you have made:

*56.24  
124  
57.53 ✓*

EDISON MANUFACTURING COMPANY.

-2-

Revised amount of your contributions for:

|            |              |          |
|------------|--------------|----------|
| September, | \$39.13      |          |
| October,   | 39.13        |          |
| November,  | 56.25        |          |
| December,  | <u>56.25</u> | \$190.76 |

Cheques received for:

|            |              |          |
|------------|--------------|----------|
| September, | \$47.37      |          |
| October,   | 47.37        |          |
| November,  | 47.37        |          |
| December,  | <u>47.37</u> | \$189.48 |

\$ 1.28

This statement shows that you owe \$1.28 to cover your pro rata share of the contributions for the above months.

Your contribution for January amounts to \$56.25, to which please add the above \$1.28 when making settlement.

Until notified differently, your contribution each month will be \$56.25, and cheques should reach me by the 14th of each month.

Yours very truly,



THOMAS A. EDISON,  
PRESIDENT

FRANK L. DYER,  
VICE-PRESIDENT & GENERAL COUNSEL

C. H. WILSON,  
GENERAL TREASURER

A. WESTEE,  
SECRETARY & TRANSMITTER



TRADE MARK  
*Thomas A. Edison*

IN REPLYING ADDRESS THE COMPANY NOT  
THE INDIVIDUAL AND MENTION THESE INITIALS.

## EDISON MANUFACTURING CO.

MAIN OFFICE AND FACTORY  
ORANGE, N. J.

### EDISON PROJECTING KINETOSCOPES AND FILMS.

EDISON STUDIO, 2826 DECATUR AVENUE,  
BROOKLYN PARK, NEW YORK.

CABLE ADDRESS  
"KINILIAN, NEW YORK"

ADDRESS YOUR REPLY TO

*New York*

March 13, 1911.

Mr. Frank L. Dyer, Vice-President,  
Edison Manufacturing Co.,  
Orange, N. J.

Dear Sir:-

I enclose a letter received from the Motion Picture Patents Company which was handed me in Orange last week together with the criticisms mentioned in the letter. It is possible that you may not have seen this letter, which is my reason for sending it to you.

So far as I know, this letter has not been answered and I will, if you think best, reply to it. It is hardly likely that any criticisms which might be made on our films at the Board of Censors would lead to alterations in the film itself, as there is hardly time before the day for shipment to Orange. Titles, written or printed matter, or subtitles could however be changed if thought wise. In any case it seems to me it would be better to have the criticisms sent out immediately after the films were seen, as the matter is then fresh in one's mind and would make much more impression than if left to a later date. Naturally we should respect the



- 2 -

confidence of the criticisms. Will you kindly return this letter to me with your comments.

I may say that their comments upon our films in the first batch of criticisms were most favorable.

I have not seen the Urban picture they refer to entitled "The Golden Sickle", but I am trying to get hold of a print of it.

Yours very truly,

Kinetograph Dept.

*Horatio C. Chaplin*

Mgr., Negative Production.

HGP/b/z

REFER TO THIS NUMBER  
IN YOUR REPLY

1842

# MEMORANDUM

FRANK L. DYER,  
ORANGE, N. J.

Mr. Flimpton:

3/22/11.

825  
Referring to yours of the 13th inst., in accordance with your request I return herewith letter from the Patents Company on the subject of film criticism. No answer to this letter is now necessary. At the last meeting of the manufacturers it was agreed that the criticisms should be continued along the same lines, except that the dramatic criticisms should be confined to actual errors in construction and details, and not to the dramatic value of the films.

FLD/LWW

F. L. D.

Enc-

THOMAS A. EDISON, Incorporated

*film*

*825/*

July 18, 1911.

Mr. Horace H. Flimpton,  
Bronx Studio,

New York City.

Dear Sir:

It was agreed yesterday that the photographic and dramatic criticisms of licensed films we have been receiving from the Patents Co. would be discontinued.

Would it not be possible and desirable to make use of Mr. Johnstone in a consulting way, in order to have the benefit of his advice in connection with photographic matters? I do not mean to put him on the pay-roll, but some arrangement might be made to consult with him from time to time as an expert. I leave the matter with you to do whatever you think is best.

Of course, you do not want to approach Mr. Johnstone until he has severed his connection with the Patents Co., but Mr. Felsner can advise you on this point.

Yours very truly,

FLD/IWW

President.



## The Thornton

W. F. LOVE  
MANAGER

Butte, Montana  
December 12th, 1911.

*Put in to Mr. Dyer*

Mr. Frank L. Dyer,

President Thomas A. Edison Inc.

Orange, N. J.

Dear Mr. Dyer:-

In traveling over the country, in the interest of the Kinetograph Department, I am often forced to listen to complaints the exhibitors have to make on the different branches of the General Film Company. Of course, I assure the exhibitors that the General Film Company's Business is none of my concern, but they always put it up to me "as one in the business" generally in the hopes of getting my opinion on some grievance fanned or real. I always refrain from giving an answer one way or the other.

There is a tendency on the part of some branch managers to become monopolistic in conducting their business to such a marked degree that it makes the exhibitors antagonistic. I know of cases where Theater men are running independent service in preference to dealing with the manager of a General Film Company's branch.

The Licensed Film on the market to-day meets with the approval of the entire trade, and I can only recall one instance where independent Film is being run in preference to Licensed. This is on the Angel Bro's circuit, in Iowa. Mr. William Angel, told me, he thought the independent Film was superior to Licensed, but I do not think that he was sincere. It is easily seen with the quality of stuff the managers of the General Film Company's offices have to offer the Theaters, they should have the business well in hand in their territory, and things running smoothly.



## The Thornton

W. F. LOVE  
MANAGER

Butte, Montana

Mr. Frank L. Dyer, #2

When I was in Davenport, Iowa, there were fourteen moving picture houses operating, and out of this number, only four were licensed. By a ruling of the United States Circuit Court and the General Film Company, Davenport was included in the Chicago Territory. The exhibitors took exception to being told where they should get their film, and a number went independent. Des Moines was supplying Davenport, prior to this ruling. If Des Moines had Davenport, they could buy more stuff and give the rest of the Territory better selections and serve more houses in the smaller towns, thereby weakening what hold the independents had. Calling on exhibitors I see the working out of this territorial restriction plan, and I know that since it went into effect, some managers have become so obnoxious, that the exhibitors have taken on independent service.

What caused me to write this letter is the condition of affairs I found here. Mr. Frank T. Bailey, Manager of the General Film Company, of this city, is also part owner of the Pacific Film Exchange of Seattle, Washington. This is an independent exchange. He is in partnership with his brother-in-law Grombacher, by name. Bailey is also President of the Montana Amusement Securities Company, operating four houses in Butte, and a number in the smaller towns. In the General Film Company's Office, Mr. Bailey has independent posters on display. One of his houses in Butte, the Alcazar, runs his independent film. He uses this house as sort of a sub agency, distributing the twenty-one reels sent into this house to houses within the Butte Territory. Mr. Bailey uses



## The Thornton

W. F. LOVE  
MANAGER

Butte, Montana

Mr. Frank L. Dyer #3

his General Film service to such an advantage, that he puts houses he wishes to buy or lease for his Montana Amusement Securities enterprise, in such a condition that the owner is only too willing to sell to him.

I met Mr. D. C. Scott, of Anaconda, Montana, who leased two of his houses to Bailey, after Bailey forced him to, by putting in better Licensed service in Scott's opposition houses.

Mr. Scott, also informed me, that Bailey supplied him service at the Empire Theater, Anaconda, from January 23rd, 1910, until August of the same year, without paying the royalty the Motion Picture Patents Company requires. This was done by agreement, Scott said, and he also remarked that he would make affidavit to that effect.

Mr. Bailey's brother, told me that most of the above rather unwittingly at lunch. The next Scott told me. I happened to meet Scott in the New Orpheum Theater this afternoon, and he opened up the conversation, when I asked him, if he was now operating a Theater.

Bailey floats the stock of his Montana Amusements Company on the "wild cat" order. He offers a hundred thousand dollars worth of stock at \$10.00 a share to the public. Occasionally he uses full page ads.

I always refrain from mixing up in any of these arguments, and in no case do I commit myself. I see so much going on, that I often have thought of making a report to you, but never have until now.

In this case, I feel duty bound as a representative of a Licensed Manufacturer to acquaint you with the conditions that I found here.



## The Thornton

W. F. LEVE  
MANAGER

Butte, Montana

Mr. Frank L. Dyer #4

I do not want you to think, from what I have said that all territories are in the condition that I have described. Some territories are conducted in a straight, forward businesslike manner. The exhibitors are pleased and the future of the business is in a healthy condition. Take a territory where the exchange Manager looks upon his position as a dictatorship and finds personal enjoyment in making the exhibitor "eat out of his hand", as one manager remarked to me with much satisfaction. In that territory you will find the general run of houses in poor condition, and the exhibitors willing to get out of the business. On the other hand take a territory where the Exchange Manager realizes that it is up to him to take care of the business properly, and realizes that the only way to do it is to make the business with the Exhibitor as pleasant as possible from the Exchange end, and you will find conditions radically different.

These have been my observations for the last year and a half, and as I have said I have refrained from entering into any arguments, as it would detract from the efficiency of my work as a representative of Thomas A. Edison Inc.,

Hoping that the above will be of some value to you, I beg to remain,

Very truly yours,

*Frank L. Dyer*  
Representing Thomas A. Edison Inc.,

*Film*  
THOMAS A. EDISON, Incorporated

*2160*  
December 26, 1911.

Mr. Frank L. Hough, Jr.,

C/o General Film Co.,

708 Hennepin Ave., Minneapolis, Minn.

Dear Mr. Hough:

Your letter of the 12th inst. was duly received, and I thank you very much for writing me concerning conditions as you find them.

I find that these conditions are known in a general way to most of the manufacturers, and efforts are being made to improve them.

I should be glad to hear from you at any time regarding any matters of interest, and in fact, I am glad to see that you are sufficiently enthusiastic over your work to look into these matters. From what you write me, it will not be necessary for me to say that at all times you want to guard yourself against mixing up in factional quarrels. If anyone has any complaints to make, listen to what he has to say and suggest that they should be made to headquarters. I am sure that you will handle all of these questions in a diplomatic way, as you have done the matters referred to in your letter.

Yours very truly,

FLE/IWW

President.



**Motion Picture Patents Company Records  
General Film Company (1912)**

This folder contains correspondence and other documents authored by or sent to Edison, Frank L. Dyer, and other officials of Thomas A. Edison, Inc. Many of the items concern a proposal to reorganize the General Film Co. and form a new company in response to antitrust litigation. These include two memoranda in Edison's hand and a typewritten draft bearing his marginalia. Some of the letters relate to Dyer's service and resignation as a director of the General Film Co. Others pertain to net earnings; an injunction against the company by the attorney general of Texas; and the market for motion pictures in Cuba, Puerto Rico, Hawaii, and the Philippines. There is also material regarding the establishment of a British firm comparable to the General Film Co. One letter discusses film prints requested for Mina Miller Edison's "entertainments" at the Orange Methodist Episcopal Church.

Approximately 30 percent of the documents have been selected.

THOMAS A. EDISON, Incorporated

*film*

56

April 6, 1912.

Mr. Thomas A. Edison,  
Fort Myers, Florida.

Dear Mr. Edison:

We had a long and extremely interesting and satisfactory meeting of the licensed manufacturers on Friday to consider possible changes in the license for the coming year beginning June 20th. The change in the attitude of everyone was marked. The principal talk was how to continue the arrangement after the Edison patents expire, and when I explained that this could be done through the Water-proofing patents the suggestion was hailed with enthusiasm. Of course, the reason for this complete change is the success of the General Film Co., which ought shortly to be earning two million dollars annually net.

The suggested changes in the license agreements were embodied in a paper of 18 paragraphs. Most of the changes are purely perfunctory and to correct obvious inaccuracies or obviate obvious impossibilities. Among the latter it is proposed to eliminate the clause relating to rental prices of films, which was never carried out; to correct certain ambiguities relating to the licensing of projecting machines; to dispense with the putting of trade-

THOMAS A. EDISON, Incorporated  
Mr. Thomas A. Edison- 2.

marks in the pictures and to require the trade-mark only on titles; and to correct and bring up to date the conditions regarding traveling exhibitors. Among the specific changes recommended in which you may be interested are the following:

1. To provide that the license shall apply to future patents, the royalties to be adjusted from time to time to meet new conditions.

This is entirely proper and will exactly cover the Waterproof patents if we buy them.

2. To include in the license the Bianchi patents, which patents it is generally understood have been acquired by the Patents Co.

These patents as you knew are not owned by the Patents Co. but are owned by the General Producing Co., and I think it would be very unwise to complicate the license by including them.

3. The rights granted to any one licensee should be granted to all.

The reason for this request is that Pathe and Melies have additional licenses giving them the right to import foreign-made negatives and print positives therefrom in this country. I see no objection to extending the same rights to the other licensees, although there is no prospect that any of them will take advantage of it.

4. To permit one licensed manufacturer to buy negatives, except from another licensed manufacturer. In the case of a negative of a topical subject, however, any licensed manufacturer can sell the same to another licensed manufacturer.

I see no objection to this being permitted; in fact,

Mr. Thomas A. Edison, 3  
THOMAS A. EDISON, Incorporated

at the present time we are more or less handicapped by not being allowed to buy good negatives which are offered for sale and which get into the hands of the Independents.

5. Giving manufacturers the right to buy raw film from any manufacturer thereof.

Of course the reason why we insist that they shall buy Eastman film is because in this way we keep track of the royalties. If any concession is made on this point, it should be with the understanding either that the film manufacturer is acceptable to us and will keep track of our royalties or else the licensee who buys elsewhere than from Eastman should permit us to examine his books.

6. To make the royalty a flat rate of 3 1/4 mills per foot.

This represents the minimum rate now probably paid by several of the licensees but not by all; consequently all of the licensees are not interested in this particular proposition, so that if the suggestion is turned down, as I think it should be, it would not be seriously protested.

7. Royalties should be payable "only from book account on film leased".

Films are leased only in the United States and Canada, and are sold in foreign countries, so that the proposition means that no royalties would be paid on films sold abroad. You left this matter to my judgment, but I do not think it will be necessary to make any concession on this point, or, if any concession is made, it can be minimized as much as possible. I pointed out to the manufacturers that at present they participate in the 24% of the gross

Mr. Thomas A. Edison ~~and~~ <sup>Wm. A. Edison, Incorporated</sup>

exhibitors' royalties in proportion to the footage on which they pay royalties to the Patents Co. Therefore those American manufacturers who print their positives in this country participate to a larger extent than those who print their positives abroad. If we except from this participation films printed in this country and sold abroad, the receipts of these manufacturers from this source will be reduced. In other words, the royalties paid on American printed positives sold abroad are offset to a certain extent by the proportion received out of the 24%. This was a point that they had not considered, so that I do not think they will feel very badly if they are turned down on this particular proposition.

8. To extend the date on which to renew the license from April 20th to May 20th, thus reducing the period from two months to one month.

Mr. Berst pointed out that at present if a manufacturer decides not to ~~renew~~ <sup>take</sup> the license he has to wait from April 20th to June 20th, during which period he would be placed in a very embarrassing position and in fact could be very seriously injured by the General Film Co. refusing to take any of his films. I see no reason why this concession should not be made.

9. To permit licensed manufacturers to sell sensitized perforated blank film.

They say that at present they have a number of requests from amateurs for this film and think they should be allowed to sell it. I see no objection to this con-

Mr. Thomas A. Edison & A. EDISON, Incorporated

cession because royalties will already have been paid on the film sold.

10. The most interesting suggestion, however, made by the manufacturers, and one indicating very clearly their change of heart, is this: At the present time the license provides that any change in price shall be made only by a majority vote of the manufacturers based on the footage produced. This was a concession that we had to make originally, although I was very much opposed to it because it put us in the absurd position of granting a license one of the conditions of which could be changed by the licensees. It made the license appear as though this condition was more or less of a subterfuge and was not a bona fide condition imposed by the patentee. Of course it could be argued that the condition was imposed for the good of the business and that the manufacturers were in a better position to determine this fact than the patentee, but nevertheless there was always the danger that in this particular respect the license could be attacked on the ground that the patents were a mere subterfuge on which to base an agreement in restraint of trade. Now the manufacturers have specifically requested that this condition should be left entirely to the Patents Co. and that we as the owners of the patents shall have the right to fix the price and change it from time to time if necessary! I am certainly glad to have this done because it will relieve the licensees of the one great danger they have heretofore had.

Mr. Thomas A. Edison- 6.

THOMAS A. EDISON, Incorporated

Of course in considering these numerous requests nothing more was done than to talk them over and get the views of the several manufacturers, but no intimation was made as to what we would do regarding them. These matters I will take up very carefully with Messrs. Marvin and Kennedy, but no decision will be reached until you get back so that we can have the benefit of your views.

Yours very truly,

FLD/IWW

THOMAS A. EDISON,  
CHAIRMAN BOARD OF DIRECTORS



FRANK L. DYER,  
PRESIDENT

**Thomas A. Edison, Inc.**  
Orange, N. J., U.S.A.

Edison Phonographs and Records  
Edison Primary Batteries  
Edison Kinetoscopes and Motion Picture Films  
Edison Business Phonographs

LONDON  
PARIS  
BERLIN  
SYDNEY  
BUENOS AIRES

CABLE ADDRESS  
"ZYMOTIC, NEW YORK"

P  
1912 M.P.

April 17, 1912.

Mr. Thomas A. Edison,  
Orange, N. J.

Dear Mr. Edison:

I hand you herewith a long memorandum outlining a proposed new plan for handling the motion picture business, as suggested by Mr. Marvin, and which I promised to lay before you.

The plan involves disposing of the General Film Co. to a purchaser who will carry it on in a competitive way without the hampering restrictions that now surround its operations.

It involves the perpetuation of the General Film Co., which is now likely to end with the expiration of the Edison patents, if the Government does not sooner terminate it by suit.

It practically makes the General Film Co. a publishing house for printing and distributing pictures of negatives which are submitted to it by the manufacturers.

The plan does not take away any element of competition between the manufacturers for improving the quality of their films.



Mr. Thomas A. Edison- 2.

It will make the business sufficiently flexible to assure large profits for a good film and the rejection of an absolutely poor film.

The plan involves a distribution of a part of the profits of the General Film Co., which under improved conditions may be as great as those that can now be earned under present conditions.

It insures royalties to you under your patents until August 31, 1914, and removes any element of doubt of the licenses not being renewed on June 20, 1913.

Whatever sacrifice there might be in selling out the General Film Co. is made up by the fact that it is perpetuated, but even as it is, I am not sure but that the participation of the present manufacturers under the plan would be practically as large as at present.

This plan is Mr. Marvin's, and neither Mr. Kennedy nor myself had anything to do with it. I have not committed you in any way but simply promised to put it before you. So far as Mr. Kennedy is concerned, his position is that because of his connection with the General Film Co. he prefers to express no opinion, although he is willing to do anything that will help the business. He says that he will be glad to come out and see you at any time if you wish to talk with him. It might be well for you to do this because he is in very close touch with the General Film Co. and can give you much more information regarding it than I can.

When Mr. Marvin presented the matter to me I asked

Mr. Thomas A. Edison- 3..

him what he expected to get out of it. He said that his only interest was because of his connection with the Biograph Co., his interest in the Patents Co. and the hope that if the General Film Co. is purchased he might be taken care of.

Please do not understand that this suggested plan of Mr. Marvin's is to interfere in any way with the present licenses, unless, of course, it is adopted prior to June 20th. Our idea is to go right ahead with the present licenses and try to reach some basis of compromise between them and the several requests of the licensees so that the new license will go into effect on June 20th. If you approve of Mr. Marvin's plan and he is able to get the consent of the other licensees to it, so that it can go into effect by June 20th, all well and good, but if not, the idea is, of course, that the present licenses with such amendments as may be necessary will go into effect on that date.

Yours very truly,

*Frank L. Baum*

FLD/IWW

Enc-

[ATTACHMENT]

Mr. Edison:

April 17, 1912.

Mr. Marvin, as you know, has approached me several times with different schemes for improving conditions in the moving picture business, extending the benefits of the present arrangement so far as the Patents Company is concerned and reducing the danger of an attack by the Government against us.

Every scheme heretofore suggested by him has been based on the idea of purchasing the business, plants and good-will of each of the present licensed manufacturers and combining them into a single corporation, by which the various brands or makes of films would be put out.

It always seemed to me that the insuperable difficulty in the way of carrying out such a plan was the tremendous capital that would be involved in buying out the several manufacturers, all of whom base their figures for selling out upon their present earning capacity. When I mentioned this matter to you the last time you said in effect that we ought to let things remain as they are; that we should leave well enough alone; and that if anything should interfere with the present active competition between the manufacturers to make their films of the highest standard "it would mean the beginning of the end of the motion picture business". Mr. Marvin, knowing how you feel, and finding out from inquiry what prohibitive values the licensed manufacturers placed on their businesses, has dropped all of these schemes.

As we are working at present conditions are fairly satisfactory, but nevertheless there are some difficulties

[ATTACHMENT]

Mr. Edison- 2.

which in time may result in grave danger. Among these difficulties, to which we cannot shut our eyes, are the following:

1. Assuming that the dominating Edison patents are not invalidated by the Courts, it is very doubtful if the present arrangement could be extended beyond August 31, 1914, when those patents expire. It is true that we have other patents relating to projecting machines, but under the doctrine of the "Bath Tub" case we might not be allowed to control the output, price or distribution of films by means of those patents, although I believe that if we secure control of the Waterproof patents (which now seems probable) and if all the licensed manufacturers waterproof their films under these patents, these patents could be made the basis of a continuation of the Patents Company, yet Mr. Marvin is doubtful about this. However, if Congress should amend the Patent Law, as is now threatened, that fact might prevent the Patents Company from being continued. From present indications it seems probable that the efforts to break up combinations of manufacturers to control prices, etc., will be continued fully as vigorously as in the past, if not more so.

2. The present position of the General Film Company with respect to the Sherman Act is by no means free from doubt. Mr. Grosvenor, Assistant Attorney General, has looked into the Company and I understand intends to recommend to Mr. Wickereham that suit be brought to have the company

[ATTACHMENT]

Mr. Edison- 3.

dissolved, but before this is done Mr. Wickersham is to give us a hearing. I understand that criminal actions are not to be brought against the officers and directors, although as to this I am not certain. If suit is brought against the General Film Co. and is successful, no one can predict what will happen. Certainly it would be beyond the limits of human ingenuity to restore the status quo and re-establish all the exchanges whose property we bought. (In this connection, merely as a matter of reminder in case you should ever be called upon to testify, please remember that we simply bought the films, merchandise and office furniture of the several exchanges, and did not buy their good-will or capital stock or licenses). A successful suit by the Government might mean the effectual divorcing of the General Film Co. from the Patents Company and prohibition against a common control, as I understand was done between the American Tobacco Co. and the United Cigar Stores. Whether the General Film Co. is or is not an illegal combination at the present time, it is a fact that the Edison patents when they expire on August 31, 1914, will end the only valid support the Company now has, unless this can be done by the Waterproofing patents. In other words, after August 31, 1914, the General Film Co. would be dealing in unpatented films and would then come within the condemnation of the Wall Paper case (Continental Wall Paper Co. vs. Louis Voight & Sons Co.- 148 Fed. Rep. 939). In that case the Continental Wall Paper Co. was a selling concern owned by about 98% of all the wall

[ATTACHMENT]

Mr. Edison- 4.

paper makers in the United States. These manufacturers agreed by contract to sell exclusively to the Continental Wall Paper Co. The stock of the Continental Wall Paper Co. was owned by the several manufacturers "in proportion to the size of the manufacturers' product the year before plaintiff (Continental Wall Paper Co.) was formed". In the case referred to, the Continental Wall Paper Co. was held to be a combination in restraint of trade under the Sherman Act.

3. The most serious obstacle, one presenting the gravest difficulty we have to contend with, and to which I have directed your attention a number of times, is the total lack of flexibility in the method of doing business by the General Film Co. The Company has been prosperous, but not nearly so prosperous as it should be. The net profits for the year ending December 31, 1911, were \$1,194,445.92, but with proper conditions Mr. Kennedy believes that these should be at least twice as much. At the present time each manufacturer always looks out for his own interests, and never for the general interests of the Company. Whenever anything is proposed, each manufacturer only considers it from his own narrow view-point. Each manufacturer is always afraid that some of his associates are getting some special advantages. As a result of this situation, we have never been able to agree upon any plan by which films could be sold on merit and as a result a remarkably good film sells but little better than a poor one. A manufacturer can benefit himself only by making his average high. To

[ATTACHMENT]

Mr. Edison- 4.

further make the situation more difficult, it was agreed that standing orders could not be cancelled except on two weeks notice, and this was later extended to three weeks. Under this system the General Film Co. counts on getting a substantially equal number of reels each week, always divided in substantially the same ratio between the several manufacturers, its supply of poor films being unduly large and its supply of good films being unduly small, and having these films on hand it forces them upon the theatres according to prescribed service. This disgusts the theatres when they have to take too many poor films and it equally disgusts them when they cannot get good films with reasonable promptness after release. At the present time the licensed manufacturers are supplying over 6,000 theatres, and if we average 40 prints of each subject, assuming that the films are changed every day and that there is no loss in transit, it would take about five months for a given picture to make its rounds of all the theatres. As a matter of fact, the average change is nearer twice a week and considerable time is lost in transit, so that in the case of an extraordinarily good picture it probably never reaches many of the theatres. This inflexibility of the system offers a great temptation to the Independents, who have been able to profit largely because of this fact. Everyone admits that in merit the licensed pictures are far ahead of the Independent pictures, but because of the stupid and unscientific restrictions which are placed on the General Film Co. by the manufactur-

[ATTACHMENT]

Mr. Edison- 6.

ers, the situation apparently cannot be helped.

4. Another fact has just developed which will increase our difficulties. The several manufacturers as directors of the General Film Co. now know the purchases for the past year, as follows:

|                         |                  |      |          |
|-------------------------|------------------|------|----------|
| Biograph Co.            | 6,140,656        | feet | 59 reels |
| Thomas A. Edison, Inc., | 7,186,289        | "    | 34 reels |
| Essanay Co.             | 5,969,000        | "    |          |
| Kalem Co.               | 5,316,832        | "    |          |
| Geo. Kleine             | 4,828,174        | "    | 29 reels |
| Lubin Co.               | 5,933,624        | "    |          |
| Geo. Melies             | 1,842,857        | "    |          |
| Pathe Freres            | 9,704,106        | "    | 31 reels |
| Selig Co.               | 6,421,351        | "    |          |
| Vitagraph Co.           | <u>8,775,371</u> | "    | 34 reels |
| Total                   | 61,835,260       | "    |          |

In addition to the above, during the year 1911 we sold to exchanges in the United States outside of the General Film Co. 1,843,980 feet, or a little over 25%.

These figures will certainly be disturbing. They show, for example, that the Biograph Co., with only two reels per week, sold practically as much as the Selig Co. with four reels; that the Biograph and Edison Companies, with a combined output of six reels sold more than 40% more than Pathe with six reels; that Essanay and Lubin both sold more than Kalem; that Kleine (notwithstanding his constant complaints of poor business) with three reels per week had a very satisfactory sales; and that the Vitagraph Co. with five reels per week sold less relatively than Edison. Of course I recognize that many of the manufacturers, including ourselves, increased the number of reels per week during the past year, but I doubt if the licensees take this



[ATTACHMENT]

Mr. Edison- 7.

into account. They think very superficially, and each one had an idea that he was doing better than the others. Now that they know the amount of the footage, they will not believe that any differences depend upon the popularity of their pictures but will assume that the Biograph and Edison Companies were specially favored because of their close affiliations with the Patents Company.

5. Another difficulty we have to contend with is the inflexibility of conditions connected with the Patents Co. At the present time the Independents and others are making quite a success with special feature films, and our licensees would like to show these films in their theatres. Yet, when such a film is shown, we have to cancel the license.

With the above obstacles in mind, Mr. Marvin has evolved a scheme which he believes will improve conditions materially. A rough outline of the plan is this:

(1) The General Film Co. will be purchased for cash and its ownership will be entirely divorced from the manufacturers. ✓

(2) The General Film Co. will purchase all patents owned by the Patents Co., giving in payment an agreement to pay the Edison Company and Biograph Company jointly \$500,000. per year during the life of either or both of the Edison patents, and possibly a smaller continuing royalty on other patents during their terms.

(3) The General Film Co. will print its own positives from negatives obtained from others.

[ATTACHMENT]

Mr. Edison- 8.

(4) The present licensees will submit all negatives to the General Film Co., which shall have the right to purchase any negative selected, with copyright thereon, on payment of a royalty of 5¢ per foot on all positives made therefrom, with a guaranteed minimum royalty of \$2,000. per 1,000 feet of negative; and in case films are sold abroad, a royalty of 2¢ per foot on such positives.

(5) The General Film Co. to divide one-third of its net earnings among the present licensees pro rata, according to the proportionate number of feet of positives made from the negatives of each manufacturer.

(6) The General Film Co. to license present licensees under all patents without the payment of any royalty.

(7) The present licensees to have the right to sell positives at 10¢ per foot to anyone from negatives not selected by the General Film Co.

(8) The General Film Co. to have the right to license others under its patents on terms not more favorable than licenses to present licensees.

(9) The General Film Co. to have the right to purchase negatives from anyone.

(10) Exhibitors' royalties to be abolished.  
The General Film Co. to have the right to serve any exhibitor.  
No restriction as to the use of films to be placed upon projecting machines.

(11) The contract with licensees to be for two years with privilege of renewal on the part of the licensees

[ATTACHMENT]

Mr. Edison- 9.

year by year indefinitely.

(12) If a licensee drops out, the amount of profits to be divided among licensees to be reduced by one-tenth.

(13) After the deduction of one-third of the net profits as above, the General Film Co. will pay out of the <sup>remaining</sup> profits interest on preferred-stock, annual cash payments due to former exchange owners and \$500,000. per year royalty.

Commenting upon the above, a number of points occur to me.

Regarding Section (1)- Will the present manufacturers sell out their interests in the General Film Co.? In considering this question, it must be remembered that they are relieved from the payment of royalty to the Patents Company; that their right to own the General Film Co. may end with the expiration of the Edison patents; and that they are always in danger of suit by the Government.

Regarding Section (2)- The provision of the payment of royalties to you was made because I insisted that no plan would be submitted to you that did not contain this provision. The amount is somewhat less than we received last year or will probably receive the coming year, if everything goes along all right, but to offset this is the certainty that the payments will continue until August 31, 1914.

Regarding Section (3)- The suggestion that the General Film Co. should do its own printing of positives is an idea I have always had, because it means the carrying

[ATTACHMENT]

Mr. Edison- 10.

on of these operations on a large scale and with the greatest economy and at the same time turning out a product of best quality.

Regarding Section (4)- There is, of course, the danger that some manufacturer might be discriminated against, but if the General Film Co. is to be run on proper lines, each manufacturer ought to expect that if a negative is good it will be accepted. However, it might be possible to provide that in case the negative was not accepted, it could be passed upon by a Committee of the manufacturers and if approved by them should be purchased by the General Film Co.

The minimum royalty of \$2,000. per 1,000 feet of negative at the rate of 5¢ per foot is equivalent to 40 prints of a subject. This would represent the minimum, but of course in the case of an extraordinarily good picture the maximum would be what the market would take. With the quality of pictures we have been turning out and considering the way our business is developing abroad, I believe the popularity of our pictures could be kept up to a high point.

Regarding Section (5)- I can only guess at the amount that would be divided among the present licensees, but I believe this may be as much, or not more than, a million dollars annually, at least during the present craze for motion pictures.

[ATTACHMENT]

Mr. Edison- 11.

Regarding Section (6)- This, of course, is a concession to the present licensees to induce them to dispose of their holdings in the General Film Co.

Regarding Section (7)- There will necessarily be a certain Independent element, and any pictures not considered good enough for the General Film Co. might be disposed of in this way.

Regarding Section (8)- Of course any further licensees that may be taken in would not participate in the profits of the General Film Co.

Regarding Section (9)- This would give the General Film Co. the right to purchase exceptionally good negatives to improve the character of its service, but at the present time this is practically impossible.

Regarding Section (10)- All of these are concessions to the theatres to interest them in the proposition. At the present time they pay \$2.00 a week royalty, which they look upon more or less as a graft. If the General Film Co. has the right to serve any exhibitor, it can get many of its films into theatres that are now showing Independent films.

Sections 11, 12 and 13 do not require any special comment.

I wish you would give this matter careful consideration and advise me if you would approve any such general scheme, or what modifications you would propose. I would like to be able to advise Mr. Marvin one way or the other

[ATTACHMENT]

Mr. Edison- 12.

before I sail on May 4th so that if you approve of the plan  
he can be working on it while I am away.

FLD/IWW

F. L. D.

[ATTACHMENT (TYPED COPY FOLLOWS)]

Mr. Edison's Comments on Mr. Marwin's plan, clause for clause

1<sup>st</sup> = Who are the purchasers? Has <sup>Marwin</sup> ~~he~~ already worked this up & has <sup>he</sup> purchasers ready, or is it assumed that he can find parties who will furnish the large capital & carry out his plan? This should be a condition precedent <sup>in order</sup> to save a whole lot of planning, figuring & waste of time —

2<sup>nd</sup> = As the E. patents will soon expire, I do not understand the words "possibly" as <sup>to</sup> small continuing royalty on other patents. I <sup>was</sup> ~~was~~ led to understand that these <sup>other</sup> patents had more value than the word "possibly" would indicate.

3<sup>rd</sup> What is to become of the investment all the <sup>panies</sup> ~~Comp.~~ have in their printing plants?





[ATTACHMENT (TYPED COPY FOLLOWS)]

3

7 = Here is another Contract Control of price,

Finally, this scheme is no solution of the problem

Mr. Edgar's Mr. Edison's remarks on Mr. Dyer's Comments.

Your Comments -

1st section - No, they will not sell out, <sup>any</sup> more than the Shas. Machine people <sup>are</sup> going to give right in to the threat of the <sup>Government</sup> ~~Govt~~ attorneys. If they ~~did~~ <sup>acted</sup> independently of consideration of the Govt, they would place their whole business in the hands of a <sup>company</sup> ~~company~~ over which they had no control. The relief of the payment of royalty is a very small gain = less than 3% of the price of the film.

Suppose the Edison's price, <sup>how</sup> is any left to be snatched from his rights in the film Co? Suppose we have a suit that is a long <sup>is</sup> ~~is~~ minutes <sup>is</sup> ~~is~~ protracted before the end of it?

[ATTACHMENT (TYPED COPY FOLLOWS)]

4

2<sup>nd</sup> Sec - The Continuation of a general  
Combination of mfrs is more valuable to  
us than the royalty -

3<sup>rd</sup> Sec That could be done now if  
they would agree to it, and they are  
no more likely to agree to it than  
with the ~~new~~ proposed <sup>new</sup> arrangement,

4<sup>th</sup> Sec There is no way to insure that  
the great Film Co. will be run on proper  
lines; in fact, the assumption is an extremely  
innocent & unworldly one to make, when  
we all know Commercial methods today  
= Probably under <sup>the</sup> proposed <sup>new</sup> arrangement  
not more than 6 tenths of the films

[ATTACHMENT (TYPED COPY FOLLOWS)]

5-

offered would be accepted by the <sup>Spaul</sup> firm Co.,  
they having a very large number of refs  
to select from, being free to take ~~from~~ any  
refr, no matter how many ~~of the~~. They  
would be foolish not to call the best;  
so as to insure their quarantines. The  
result would be that the profit on the  
total negations made by a refr would  
be very greatly reduced.

Section 5 = Here again you are <sup>partners</sup> partners  
+ the Sherman Law comes in -

Section 6 -  
A mere bagatelle; — not attractive  
in view of the other clauses

[ATTACHMENT (TYPED COPY FOLLOWS)]

6

Sec 7 = If they can get 10 cents, & this would imply that they kept their film printing plants which would be mostly useless -

~~Again~~ they could start a slaughter of prices on these, & raise hell generally. Independent exchange might not buy. How could a single wife do anything? - They would have to be a new firm sales company for rejected films, & this would be a nice thing to market with.

Sec 8, They would naturally consent to because every present & future maker so their "cut" would be better.

It would be better to throw the whole thing to the dogs & be free than to tie up with this kind of a contract, because it ~~would~~ <sup>would</sup> certainly go to the dogs, & we would be tied up in addition.

[ATTACHMENT (TYPED COPY FOLLOWS)]

7  
See 9 - This is <sup>practically the</sup> same thing <sup>practically</sup>  
as 8 -

10 =

11 - Under patents or contracts?  
If Contracts, how about S. Law?  
If you have no patents, you could <sup>never</sup> ~~not~~ <sup>not</sup>  
have <sup>any</sup> license agreements

12 = If he drops out, he is dead -

13 = Agree we are partners + the S. Law  
comes in - <sup>never</sup>

[ATTACHMENT (TYPED COPY FOLLOWS)]

8

My impression is that this is a poor  
a ~~hopeless~~ attempt to <sup>a scheme</sup>  
achieve, ~~and~~ <sup>endless</sup> the <sup>the</sup> Law, one that  
the Ufor would never agree to - x  
Impracticable,

It has all the appearance of a scheme of  
a lot of Wall St promoters working  
through Marvin.

~~Someone~~ let him devise a workable  
scheme + name his parties + the  
amount of Cash forthcoming -

Edison

Note, <sup>7</sup>figuring up weekly <sup>real</sup> realizations -  
at about 30 reals per subject for all except  
Paragraph, which is abnormal <sup>4000</sup> <sup>1000</sup> <sup>1000</sup> look right -  
= How does sales check up with our royalty as given  
by Eastman?

[ATTACHMENT]

MR. EDISON'S COMMENTS ON MR. MARVIN'S PLAN.

CLAUSE FOR CLAUSE

1. -- Who are the purchasers? Has Marvin already worked this up and has he purchasers ready, or is it assumed that he can find parties who will furnish the large capital and carry out this plan? This should be a condition precedent in order to save a whole lot of planning, figuring and waste of time.
2. -- As the Edison patents will soon expire, I do not understand the words "possibly" as to small continuing royalty on other patents. I was always led to understand that these other patents had more value than the word "possibly" would indicate.
3. -- What is to become of the investment all the Companies have in their printing plants?
4. -- Is this submission to be a matter of contract among all? If so, what becomes of the Sherman law? Can Rockefeller form a company and contract with every other Oil Company requiring that any oil they may have for sale must first be offered to him at a fixed price and then rebate back some of his profits? It does not seem so to me. I cannot see that this proposed Film Company would be in any better position as regards the Sherman law than we are now.
5. -- This wouldn't hold under Sherman law. It is just a childish invention.

[ATTACHMENT]

(2)

6. -- If our patents and the others are any good at all, we are safer under patents than by Contracts.

7. -- Here is another contract control of price.

Finally, this scheme is no solution of the problem.

MR. EDISON'S REMARKS ON MR. DYER'S COMMENTS

1st Section -- No, they will not sell out, any more than the Shoe Machinery people are going to give right in to the threats of the Government attorneys. If they acted independently of consideration of the Government, they would place their whole business in the hands of a Company over which they had no control. The relief of the payment of royalty is a very small gain -- less than 3% of the price of the film. Suppose the Edison patents expire, how is any manufacturer to be ousted from his rights in the General Film Company? Suppose we have a suit that is a long-winded proposition before the end of it?

2nd Section -- The continuance of a general combination of manufacturers is more valuable to us than the royalty.

3rd Section -- That could be done now if they would agree to it, and they are no more likely to agree to it than with the proposed new arrangement.

4th Section -- There is no way to insure that the General Film Company will be run on proper lines; in fact, the



[ATTACHMENT]

(3)

4th Sec. Cont.-- assumption is an extremely innocent and unworldly one to make, when we all know commercial methods to-day. Probably under the proposed new arrangement not more than six tenths of the films offered would be accepted by the General Film Company, they having a very large number of manufacturers to select from, being free to take from any manufacturer, no matter how many. They would be foolish not to cull the best, so as to insure their guarantee, The result would be that the profit on the total negative made by a manufacturer would be very greatly reduced.

5th Section --Here again you are partners and the Sherman law comes in.

6th Section -- A mere bagatelle; - not attractive in view of the other clauses.

7th Section -- If they can get 10 cents - and this would imply that they kept their film printing plants which would be mostly useless. Again, they could start a slaughter of prices on these, and raise hell generally. Independent exchanges might not buy. How could a single manufacturer do anything? There would have to be a new Film Sales Company formed for rejected films, and this word "rejected" would be a nice thing to market with.

[ATTACHMENT]

(4)

8th Section -- They would naturally want to license every present and future maker so their "gull" would be better. It would be better to throw the whole thing to the dogs and be free, than to tie up with this kind of a contract, because it certainly would go to the dogs, and we would be tied up in addition.

9th Section -- This is practically the same thing as 8.

10th Section --

11th Section -- Under patents or contracts? If contracts how about Sherman law? If you have no patents you could not have any license agreements.

12th Section -- If he drops out, he is dead.

13th Section -- Again we are partners and the Sherman law comes in.

My impression is that this is a poor scheme, a palpable attempt to evade the Sherman law; a scheme that the manufacturers would never agree to.--Impracticable. It has all the appearance of a scheme of a lot of Wall St. promoters working through Marvin. Let him devise a workable scheme and name his partners and the amount of cash forthcoming.

[ATTACHMENT]

(5)

NOTE:

Figuring up weekly reel issue --

It is about 30 reels per subject for all except Biograph,  
which is abnormal and does not look right.

How do sales check up with our royalty as given by Eastman?

[ATTACHMENT (TYPED COPY FOLLOWS)]

Mr. Edwards' suggestion

Form new Co. of 20 million <sup>or even 18</sup> <sup>on a basis of 10% ~~loss~~ of earnings =</sup> Buy out Gen Film Co.  
for 15 million in stock <sup>to be paid in 10% of earnings</sup> <sup>to be paid in 10% of earnings</sup> <sup>(1912)</sup>  
Give this as a dividend to present mfrs in proportion  
to this year's sales <sup>to be paid in 10% of earnings</sup> <sup>to be paid in 10% of earnings</sup> <sup>to be paid in 10% of earnings</sup>  
stock dividend to its shareholders of all the stock  
thus received. This done, the Mfrs. Co. have  
no stock in ~~the~~ <sup>the</sup> new Film Co. —

If <sup>or quite</sup> <sup>or market</sup> <sup>(including independent)</sup> <sup>all</sup>  
Then form a salesroom. Every mfr <sup>exhibits his</sup>  
films & sells as many as he can at the best  
price he can; <sup>as is done</sup> the same as in England —

~~The sales for the new film Co. will be~~  
If the new film Co. gets <sup>films</sup> <sup>for 10, 9, 8, or 7</sup>  
cents it doesn't matter; <sup>the</sup> <sup>will simply make</sup>  
more profit; and, as all <sup>we</sup> <sup>in dividends</sup>  
own 75% of the new film Co. as individuals  
we practically get our original price  
& practically more than our present  
profit from Gen Film Co. because  
we will get <sup>good</sup> independent film cheap &  
their makers have no stock in the new company.

[ATTACHMENT (TYPED COPY FOLLOWS)]

Thus we are free of <sup>the</sup> Sherman law &  
 The owners of present plants can go on or  
 stop & <sup>cannot</sup> lose, any how. The <sup>public will get the</sup> best films, and  
 will <sup>manufacture</sup> open the parking, each will strive  
 to beat the other as now, but if he can, he gets  
 the benefit of it & the defeated party  
 does not  
 about lose much —

When the annual meeting of this  
 new Film Co takes place the individuals  
 who own 75% of the stock ~~own~~  
~~it~~ can control & if individuals sell  
 their stock, they get their principal  
 & can afford to retire =

When new Co <sup>buys</sup> ~~buys~~ the present plant  
 Film Co with stock, enough cash  
 could be left in <sup>the treasury of the Film Co</sup> ~~old Co~~ so new  
 Co would get <sup>have come</sup> ~~running~~ capital &

[ATTACHMENT (TYPED COPY FOLLOWS)]

3.

Any refs not <sup>now</sup> incorporated <sup>could</sup> do so  
for purpose of the stock dividend

The patents Co to continue + legitimately  
collect all the royalty it can without  
restrictions -

The present arrangement as to film royalty  
to Contin <sup>until the</sup> till patents expire + this  
whole arrangement <sup>(the never achieved)</sup> completed ~~do~~  
the above actions -

If the several refs want to form a  
printing Co. they can do so at any  
time <sup>I think</sup> but they will not, in my opinion  
+ perhaps, on account of the technical  
nature of the process, it is well that they  
~~do not~~ <sup>do not</sup> -

[ATTACHMENT (TYPED COPY FOLLOWS)]

There might be disputes as to the disposition  
of stock based on last year's sales as shown,  
but I guess this could be compromised  
settled -

[ATTACHMENT]

MR. EDISON'S SUGGESTION.

D  
(1912?)

7th P.

2 Carbons

Form a new Company of 20 million, which is on a basis of say  
10% of <sup>next year's</sup> earnings. Buy out the General Film Company for 15 or  
even 18 millions in stock. Balance to be left in Treasury, <sup>to buy out others</sup>  
Give this 15 or 18 millions of stock as a dividend to the present  
manufacturers in proportion to this year's sales. Let each manu-  
facturer make a stock dividend to its share holders of all the  
stock thus received. This done, the manufacturing companies  
have no stock in the new Film Company.

Then organize a Sales Room or market. Every manufacturer (in-  
cluding independent) exhibits his films and sells as many as  
he can at the best price he can, as is done in England; <sup>a sort of stock exchange</sup>

If the new Film Company gets the films for 10, 9, 8 or 7 cents  
it does not matter; the new Film Company will simply make more  
profit; and, as all we individuals own 75% of the new Film Company  
as individuals we practically get our original price, and practical-  
ly more than our present profit from the General Film Co., because  
we will get good independent film cheap and their makers have no stock  
in the new company.

Thus we are free of the Sherman law. The owners  
of present plants can go on or stop, and cannot lose anyhow.  
The public will get the best films and each manufacturer will  
strive to beat the others as now, ~~but~~ if he can. He gets the benefit  
of it, and the defeated party does not lose much.

When the annual meeting of this new Film Company  
takes place, the individuals who own 75% of the stock can control.  
If individuals sell their stock, they get their principal and can



[ATTACHMENT]

(2)

afford to retire.

When the new Company buys the present General Film Co. with its stock, enough cash could be left in the treasury of the General Film Company so that the new Company would have some operating capital.

Any manufacturer not now incorporated could do so for purpose of the stock dividend.

The Patents Company to continue and legitimately collect all the royalty it can without restrictions.

The present arrangement as to film royalty to continue until the patents expire and until the whole arrangement (the above scheme) is completed.

If the several manufacturers want to form a printing company they can do so at any time, but I think they will not, and, perhaps, on account of the technical nature of the process it is well that they do not.

There might be disputes as to the disposition of stock, based on last year's sales as shown, but I guess this could be compromised and settled.

[ATTACHMENT]

1. X. Company to be purchased by ~~it~~ for cash.
2. X. Company to purchase all patents giving in payment an agreement to pay E. Company and B. Company an amount substantially equal to the total royalties now being received by said companies each year, during the life of E. patents or either of them.
3. X. Company to print its own positives from negatives obtained from others.
4. The present licensee to submit all negatives to X. Company, X. Company to have the right to purchase any negative selected, with copyright thereon, on payment of a royalty of five cents (5¢) per foot of positives made therefrom with a guaranteed minimum royalty of two thousand dollars (\$2,000.) per thousand feet of negative.
5. X. Company to divide one-third (1/3) of its gross profits among the present licensees pro rata according to the proportionate number of feet of positives made from the negatives of each manufacture.
6. All exhibitors' royalties collected by X. Company to be treated as a part of the gross profits of the X. Company.
7. X. Company to license present licensees under all patents without payment of any royalty or on payment of a nominal royalty.
8. Licensees to have the right to sell positives at ten cents (10¢) per foot to anyone from negatives not selected by X. Company. Old film to be returned as at present.

[ATTACHMENT]

9. X. Company to have the right to license others under its patents on terms not more favorable than licensees to present licensees.

10. X. Company to have the right to purchase negatives from anyone.

11. Contract with licensees to be for two (2) years with privilege of renewal on the part of the licensee year by year indefinitely.

12. If a licensee drops out, the amount of profits to be divided among licensees to be reduced by one-tenth (1/10).

13. A, the owner of X. Company, to pay interest on preferred stock, annual cash payments due to former exchange owners and royalties to M.P.P.Co. out of his share of the gross profits that remain after having turned over one-third (1/3) of the gross profits as above mentioned to the present licensees.

(Proposed substitute for 4th paragraph above)

"4. The present licensees to submit all negatives to X Company. X Company to select and purchase 36 negatives, of approximate length of 1,000 feet, per week with copyright thereon, taking from each licensee each week the same number of negatives that the licensee was supplying to G. F. Co. each week when the total releases were thirty-six, and paying for each negative so selected the sum of \$1,000.00, the X Company to pay in addition a royalty of five cents (5¢) per foot on all positive prints made and used in excess of twenty (20), provided present quality of negatives is maintained."

1357

GENERAL FILM COMPANY  
200 FIFTH AVENUE  
NEW YORK, N. Y.

file

April 20, 1912.

*To the Stockholders of General Film Company:*

Notice is hereby given that the annual meeting of the Stockholders of General Film Company noticed for Tuesday, the 16th day of January, 1912 at 12:00 o'clock noon, was adjourned for lack of a quorum, and that the adjourned annual meeting will be held at the office of the Company, No. 85 Exchange Street, in the City of Portland, State of Maine, on Tuesday, the 21st day of May, 1912, at 12:00 o'clock noon.

The business to be transacted at said adjourned meeting will be the election of directors, and such other business as may properly be brought before the meeting, including the following proposed amendments to the By-Laws of the Company.

It is proposed to amend Section 4 of Article VI to change the day for holding regular meetings of the Board of Directors. This article now reads as follows:

"Regular meeting of the Board of Directors shall be held at the office of the Company, in the City of New York, New York, on the second Tuesday of each month, except when such Tuesday is a legal holiday; in which event, the meeting shall be held on the following Thursday."

It is proposed to amend this Article to read as follows:

"Regular meetings of the Board of Directors shall be held at the office of the Company, in the City of New York, New York, on the second Monday of each month, except when such Monday is a legal holiday; in which event, the meeting shall be held on the third Monday of the same month."

It is also proposed to amend the By-Laws by cancelling Section 3 of Article IX which provides for an Auditing Committee. The object is to dispense with the Auditing Committee and have the auditing of the Company's books done at such times and in such manner as the Board may direct. If this amendment is adopted, the ordinal of Section 4 of Article IX will be changed to Section 3.

In accordance with the provisions of Section 5 of Article IV of the By-Laws, the stock transfer books of the Company will be closed at 12:00 o'clock noon twenty days before the date of said meeting, and will be reopened at 12:00 o'clock noon on the day following said meeting.

HARRY P. SWEETSER, Clerk,  
85 Exchange Street,  
Portland, Maine.

WILLIAM FELZER, Secretary,  
200 Fifth Avenue,  
New York City, N. Y.

D

THOMAS A. EDISON, Incorporated

*Gen Film Co.*

*24*

*ans*

PRIVATE AND CONFIDENTIAL

August 15, 1912.

Mr. Paul H. Cromelin,  
Thomas A. Edison, Limited,  
Willesden Junction, London.

Dear Mr. Cromelin:

You know we have in this country a very successful hiring concern called "General Film Company", which handles the films of the so-called Licensed Manufacturers. I have often wondered whether anything could be done in Great Britain with a similar concern representing most, if not all, of the same films and probably a few more films of the more popular kind, the idea being to organize a British corporation that would attempt to handle business in Great Britain just as the General Film Company handles it in this country.

The stock would probably be owned by the licensed manufacturers, probably on a basis of the business done by them in Great Britain.

With the General Film Company here its method of doing business is very inflexible, because all films sell substantially to the same extent, whether good or bad. There would have to be some arrangement made by which the

*Proposed 22 Aug 20*

THOMAS A. EDISON, Incorporated

Mr. Paul H. Cromelin- 2.

British Company could handle films on merit.

I wish you would sound out the situation in a very confidential and private way and let me know whether you think anything could be done along the lines above indicated. I believe that Mr. Jury could give you a lot of good advice, but under no circumstances should he have any inkling concerning the suggestion.

In asking your opinion on this matter I do so entirely on my own responsibility, as I have not consulted with any other manufacturer on the point, and in fact I do not know whether anyone else would care to go into a scheme of this sort or not.

Mr. Nichols should, of course, be studiously avoided, because he would probably scent the scheme immediately.

Please let me have your opinion regarding the matter as soon as possible.

Yours very truly,

FID/IWW

President.

[FROM HENRY N. MARVIN TO FRANK L. DYER]

*Marvin Plans*

*film*  
*see also*  
*General Film Co.*  
August 27th, 1912.

Dear Sir:

Referring to my proposed plan, in regard to the G. F. Co. Under this plan the licensees would receive \$5,000,000, including the undistributed cash now in the hands of the G. F. Co. With the present volume of business, during each year thereafter the licensees would receive \$1,239,000.

Under similar conditions by the present arrangement the licensees would receive approximately \$1,730,000, annually, for the next two years and thereafter about \$2,284,000, each year, if the Company could be continued in its present form.

Please note that under my proposed plan, if the business of the Company were to increase to the extent of 21% so as to include about 73% of the total business of the country the licensees would receive (considering a proportionate increase in film sales) \$2,318,000, each year - an amount in excess of the amount they would receive under the present arrangement after the payments to exchanges were completed and the payment of all royalties ended.

On the other hand, with the existing plan, if the business were to be diminished to the extent of 17%, the licensees would receive only \$1,224,000. each year, which is an amount less than they would receive under the proposed plan with present volume of business. It is probable that the new plan would result in a substantial increase in business. It is also probable that under the present plan, in view of present and probable competition and in view of the attitude of the Government the present volume of business will be reduced.

The proposed plan is not a plan to buy from the licensees the future revenues of the G. F. Co., but rather it is a plan that insures to them a continuance and probable increase of the revenues now enjoyed by them.

As a guarantee the immediate distribution of \$3,000,000. in cash is proposed.

I propose to modify the plan submitted with reference to the X Company, subject to the approval of my associates, in the following manner:

Strike out paragraph four and substitute therefor, the following:

4. The present licensees to submit all negatives to X Company. X Company to select and purchase 36 negatives, of approximate length of 1,000 feet, per week with copy-right thereon, taking from each licensee each week the same



-3-

number of negatives that the licensee was supplying to G. F. Co. each week when the total releases were thirty-six, and paying for each negative so selected the sum of \$1,000.00, the X Company to pay in addition a royalty of five cents (5¢) per foot on all positive prints made and used in excess of twenty (20), provided present quality of negatives is maintained.

Respectfully,

TELEPHONE  
ORANGE 133

GENERAL FILM COMPANY  
FIFTH AVENUE BUILDING  
200 FIFTH AVENUE  
NEW YORK

September 7, 1912

Thomas A. Edison, Inc.,  
Orange, New Jersey.

Attention of Mr. J. Pelzer.

Gentlemen:

We have your letter of September 4th  
relative to the exhibits furnished for the Methodist  
Church and would say.

We have gone over the list very carefully  
furnished to the church from this Department, and  
find that we have not furnished any films except  
new material.

The only film that is not new is the Pathe  
Weekly and that must be the one to which you refer  
when you say films are in bad condition. At the  
time arrangements were made for the Pathe Weekly we  
informed you that it would be impossible to supply  
it until three months after release date.

This film is booked so solidly in the  
theatre that we cannot supply a new print for  
Mrs. Edison's entertainments, but if agreeable to  
her to allow us to substitute some other subject  
in its place, we can arrange to book new prints of  
some other subject.

GENERAL FILM CO.

NEW YORK.

T A E Inc p2

The Educational Department contains only  
new material. The subjects in our library are  
sometimes a year or two old, but we have only new  
prints and we are very glad to see that you  
received the best always that the Department contains.

Yours very truly,

GENERAL FILM COMPANY

EDUCATIONAL DEPARTMENT

RUD/MB



1357

THE ASSOCIATION OF THE BAR  
OF THE CITY OF NEW YORK  
42 WEST 44TH STREET

*Gen film Co*

September 19, 1912

Mr. Frank L. Dyer,  
President, Thomas A. Edison (Inc.),  
Orange, N.J.

*JLH*

My dear Mr. Dyer:

I send you herewith draft of proposed agreement looking to the reorganization of the General Film Company. This draft, I believe, conforms to the idea you expressed to me the other day, viz, that you wish to make the General Film Company an independent organization, so far as any special interests of the manufacturers are concerned.

In providing for the increased capital stock my recommendation would be (in the absence of controlling considerations to the contrary) that the capitalization be kept as low as possible. As a matter of law, I think the cancellation of the existing agreements between the manufacturers and the General Film Company can be made the basis for a sufficient consideration to sustain a reasonable amount of this increased common stock as full paid and non-assessable. As I understand it, that is what you desire, as it is not proposed that any of the manufacturers should pay cash for any part of the

F.L.D. Esq.

#2

9/19/12

new stock. The basis of the apportionment of this stock among the manufacturers no doubt will be a difficult question to decide. In my draft you will observe that I have followed the same basis as that provided in the existing contract for the distribution of the net profits of the General Film Company among the manufacturers.

In view of the opinion which you expressed to me the other day, that the president of the company should have full power, etc., it may be advisable also to amend Article VIII, section 2 of the by-laws, which prescribes the duties of the president, and also to abolish the executive committee. These matters we may discuss later on.

I am sending you this draft just as I receive it from the stenographer, and it may be that when I have gone over it I will have other changes to suggest.

Very truly yours,

*J. M. Caldwell*

PRESIDENT'S OFFICE

Memorandum

2211A

September 25, 1912.

Mr. Edison:

I hand you herewith copy of first draft of proposed contract outlining your scheme for reorganizing the General Film Co. This was prepared by the attorney for the General Film Co. as a result of conferences with Mr. Berst and myself. Please look over this draft of contract and return it with any comments you may have to make. It is purely tentative and will no doubt have to be considerably modified before being brought into final shape.

In figuring over this scheme of yours and discussing it with the various manufacturers, two difficulties have occurred to me, which I wish you would consider:

1. We give up absolutely our share in the control of the General Film Co., which is now determined by contract. We assume that by reason of our stock ownership we will still retain a share of the control. This, however, is only an assumption and is not a certainty. The Chicago members -- Kleine, Selig and Spoor -- have always worked closely together, much more closely than the New York members. They would have, roughly, about 25% of the stock, and if the Eastern members did not work in harmony this would be an important unit upon which to base a strong factor in securing control. On the other hand, Mr. Kennedy is a strong and ambitious man, and we know that he has designs on the General Film Co. It is believed that he is heavily interested in the Lubin Co., so that this control, with the Biograph Co., would mean a unit of about 20%.

Mr. Edison- 2.

The Vitagraph concern owns the Melies Co., so that this combination amounts to about 15%. This leaves on the outside, Edison, Pathe and Kalem, representing about 40%, although I think this is a rather high estimate and that some of the other figures are probably too low. All of these factors present possibilities for stock manipulation, which you have had very much more experience with than I have and understand the danger of. What I would fear is that there might be a relatively rapid movement that would put the General Film Co. into the control practically of three or four manufacturers, who might run the company in an unfair way. If this fear is not groundless, how can it be prevented? Assuming that it can legally be done, would you be in favor of a pooling arrangement between some of the holders of large blocks of stock that would prevent the control from becoming too concentrated? Taking Edison, Smith, Blackton, Rook, Marion, Long, Selig, Spoor, Kleine and Anderson, probably more than 50% of the stock would be controlled by these men, and under a pooling arrangement there could be some definite contract that would reasonably define the policy of the company. Of course you might say that if the stock is distributed and we participate in the profits of the business to the extent of our proportion of stock it is immaterial whether our films are discriminated against or not. The fallacy of this statement resides in the fact that if the demand for our films should fall off we would begin to lose money on them, and we can only keep going at the rate we are now by having the market remain substantially unimpaired.

Mr. Edison- 3.

Under your scheme the General Film Co. would be run substantially as an Independent film exchange, just the same as if it had no connection whatever with the various manufacturers. This gives flexibility to the system and permits the good films to be properly rewarded and bad films to be properly suppressed. At the same time, the situation is dangerous, because we are creating a single distributing agency over which we may lose control. We have not got the usual expedient of being able to go to someone else to handle our films but must deal with the General Film Co. alone. I wish you would consider this particular question and see if you cannot suggest some way by which, if the scheme is carried out, our position can be a little more secure.

2. The other doubt in my mind is this: We have kept the Patents Co. going and made the manufacturers pay royalties largely on the representations which I have made to them, that by means of the patents we are able to carry into effect a much stronger business arrangement, with the control of prices, etc. When they have complained to me about our failure to stop the Independents from infringements and have whined about paying royalties, I have always said that the advantages they got out of the arrangement could be considered as entirely apart from the purely protective aspect of the patents. The Government suit unsettled them a great deal. In making concessions either to the Government or to the manufacturers in effecting the reorganization we want to always bear in mind that our own interests are primarily with the Patents Co.. At the present time the Licensed manufacturers



Mr. Edison- 4.

are practically assured of their fair share of the licensed business at a fair price for all. They are also assured that the licensed field will be kept separate from the Independent field. They are assured that if a theatre wants to exhibit licensed film it must exhibit licensed film only. Now if we are not very careful in reorganizing the Film Co. -- if we take away from any particular licensed manufacturer the practical certainty that he will have a voice in the control of the Film Co. -- if we take away the practical certainty he now has of getting his fair share of the business -- and if we supplement licensed films by the purchase of Independent films so as to thereby curtail the demand for the licensed films, is there not danger that the respect for the Patents Co. that we have created will be lost? Mr. Kennedy has often warned me that this feeling to a certain extent exists. He has said that the licensed manufacturers have discussed among themselves the possibility of renouncing their licenses and fighting the Patents Co. as the Independents are doing. Therefore, in a reorganization scheme we should always have prominently before us the fact that in our eagerness to adjust conditions we should not make concessions that will in any way deprive the licensed manufacturers of their commercial rights for which they consider that they are paying us royalties.

In this connection I wish to report that in Washington yesterday I had an interview with two assistants of the Attorney General, Messrs. Grosvenor and Fowler. They are apparently honest but absolutely fanatical men. They

Mr. Edison- 5.

have no conception of the extent of patent property. A monopoly under a patent is just as repugnant to them as a monopoly outside of a patent. Their whole contention seemed to be based upon what they consider the unfairness of our restriction not to permit licensed theatres to exhibit Independent films. They said that if our arrangements could be modified in this respect it would go a long way towards meeting the criticisms of the Government. Perhaps in some way this can be done; but here again we run into the question of taking away from the licensed manufacturers a right which they consider valuable and for which they feel justified in paying us royalties. I mentioned to Messrs. Grosvenor and Fowler the possibility of reorganizing the General Film Co. along the lines of distributing its stock among the stockholders of the licensed manufacturers, instead of having the stock owned by the manufacturers in their corporate capacity; also the possibility of canceling the contracts between the General Film Co. and the licensed manufacturers. They both said that they considered this a step in the right direction but that it did not cure the fundamental vice of the whole scheme in that we insisted that any theatre which handles our films should not handle Independent films.

FID/INW

F. L. D.

[ENCLOSURE]

11

AGREEMENT, made and entered into this  
day of 1912, by and between

THOMAS A. EDISON (Inc.), a corporation organized  
under the laws of the State of New Jersey, party of the  
first part;

BIOGRAPH COMPANY, a corporation organized under the  
laws of the State of New Jersey, party of the second part;

ESSANAY FILM MANUFACTURING COMPANY, a corporation  
organized under the laws of the State of Illinois, party  
of the third part;

KALEM COMPANY, Inc., a corporation organized under  
the laws of the State of New York, party of the fourth part;

LUBIN MANUFACTURING COMPANY, a corporation organized  
under the laws of the Commonwealth of Pennsylvania, party  
of the fifth part;

MELIES MANUFACTURING COMPANY, a corporation organ-  
ized under the laws of the State of New York, <sup>party</sup> of the sixth  
part;

PATHE FRERES, a corporation organized under the  
laws of the State of New Jersey, party of the seventh part;

SELIG POLYSCOPE COMPANY, a corporation organized  
under the laws of the State of Illinois, party of the eighth  
part;

VITAGRAPH COMPANY OF AMERICA, a corporation organ-  
ized under the laws of the State of New York, party of the  
ninth part; and

GEORGE KLEINE, party of the tenth part.

WHEREAS, the United States of America has filed a

[ENCLOSURE]

petition in the U.S. District Court for the Eastern District of Pennsylvania against Motion Picture Patents Company, General Film Company, all of the above named parties to this contract, as well as certain other individual and corporation defendants, under the so-called "Sherman Anti-Trust Act", in which the relief demanded against said General Film Company (among other things) is that said company be dissolved, that certain contracts separately entered into by and between said company and the above named ten parties hereto (who are referred to in said petition, and are hereinafter sometimes referred to, as "Patents Company licensees"), or the predecessor in interest of any of them, be declared to be illegal and cancelled, and that said company and said "Patents Company licensees" be enjoined from doing anything pursuant to or in furtherance of said agreements, and from enforcing the same; and

WHEREAS the parties hereto, while denying the allegation in said petition that said agreements were executed by them, or any of them, for the purpose of monopolizing the motion picture business, or any part thereof, nevertheless desire to conform, as far as practicable, to the demands of the Government, so far as their relations with the General Film Company go, and readjust their relations with said company, and reorganize the same in such manner as to make of said corporation a more efficient organization for the conduct of its business:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid by each of the parties

[ENCLOSURE]

hereto to the other, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and promises herein contained, the parties hereto, each for himself and itself, covenants and agrees to and with each and all of the others, as follows:

FIRST: Each party hereto agrees that a certain contract or agreement in writing, between him or it (or his or its predecessor in interest) and the said General Film Company, executed on or about the 21st day of April 1910, for the supply of licensed film, etc., with the consent of said General Film Company first had and obtained, be cancelled, such cancellation to take effect on the                      day of                      1912. Each of the parties hereto agrees within said time, and as soon as said cancellation has been authorized by the board of directors of the said General Film Company, to enter into an appropriate agreement with said company cancelling and terminating said contract in all its parts and provisions.

SECOND: Each party hereto agrees that a certain other contract or agreement in writing, executed by him or it (or his or its predecessor in interest) as vendor, with said General Film Company, on or about the                      day of April 1910, wherein and whereby such party gave an option to said General Film Company to purchase one hundred shares of the common capital stock of said General Film Company then owned by such party, in the event of the happening of the contingencies, and upon the terms and conditions therein expressed, as well as an option to pur-

[ENCLOSURE]

chase any additional shares of such common capital stock which such party might thereafter acquire, be, with the consent of the said General Film Company first had and obtained, cancelled; such cancellation shall be effectual on the                      day of                      1912. Each of the parties hereto agrees within said time, and as soon as said cancellation has been authorized by the board of directors of said General Film Company, to enter into an appropriate agreement with the said General Film Company cancelling said option agreement, to the end that the certificate or certificates for said shares of stock, now deposited with the Empire Trust Company in the City of New York, as Trustee, and held by it under said option agreement, may be returned to the respective depositories, or his or their successors in interest. Each corporation party hereto agrees that the stock so returned to it shall forthwith be distributed pro rata among its own stockholders in the manner hereinafter provided.

THIRD: It is agreed by and between all the parties hereto that the authorized common capital stock of the said General Film Company be increased (as soon as the necessary proceedings of stockholders and directors may lawfully be taken for that purpose) from \$200,000 par value, divided into 2000 shares of \$100 each, to \$                      divided into                      shares of \$100 each. The amount of unissued common stock now in the treasury of said General Film Company, to wit, \$100,000, as well as said increased and additional common capital stock, shall be issued to and

[ENCLOSURE]

divided among the parties hereto in consideration of the cancellation of the separate contracts between the respective parties hereto and said General Film Company hereinbefore referred to in the first paragraph of this as full paid and non-assessable stock. agreement/ Such stock shall be issued to and divided among the ten parties to this agreement in such manner that the total common stock holdings of each party, inclusive of the one hundred (100) shares now owned by him or it, shall bear such ratio to the entire issued common stock as the total number of running feet of "licensed motion pictures" (as the term is defined in the respective agreements referred to in the first paragraph hereof) leased by such party to the said General Film Company between the                      day of                      1910 and the                      day of                      1912 bears to the combined aggregate of running feet of such "licensed motion pictures" (as so defined) leased by all of the parties hereto to the General Film Company during said period (licensed motion pictures manufactured for the General Film Company by the "Patents Company licensees" from negatives imported by the General Film Company from foreign countries, and positive motion pictures imported by the General Film Company, and licensed motion pictures leased to the General Film Company by the Patents Company licensees, produced from negatives made on the order of the General Film Company, to be excluded in estimating such combined aggregate).

FOURTH: Each of the corporation parties hereto

[ENCLOSURE]

agrees that the shares of common capital stock of the said General Film Company now owned by it, as well as the additional shares of such common capital stock which it shall be entitled to receive under the third paragraph of this agreement, shall be divided among its own stockholders pro rata, and that it will deposit with the secretary of the General Film Company a certificate or certificates for the one hundred (100) shares of such stock now owned by it, duly endorsed for transfer, as soon as said stock has been released by the General Film Company; and further, <sup>that</sup> it will deposit with said secretary ~~the~~ certificate or certificates representing the additional common capital stock which it is entitled to receive hereunder, when and as received, in like manner endorsed for transfer. Each of the corporation parties hereto further agrees at the time of depositing said last named stock, to furnish the secretary of the General Film Company a list of its stockholders, with a statement of the number of shares of the common stock of the General Film Company to which each of such stockholders is entitled, whereupon it shall be the duty of the proper officers of the General Film Company to transfer the stock so deposited and issue new certificates in lieu thereof in the names of the persons entitled to receive the same, in accordance with the list so furnished, and to deliver such certificates to the order of the corporation party hereto so depositing the same. The additional stock to which George Kleins shall be entitled shall be issued and delivered to him or his nominees.



[ENCLOSURE]

FIFTH: It is further agreed that the management of the business of the General Film Company shall be placed in the hands of a capable man of wide experience in the motion picture business, who shall devote his entire time to the business of the company, and who shall not, during the entire period for which he shall be so engaged, be otherwise interested in the motion picture business in any of its branches. The person so selected shall be elected president of the company, and a contract shall be made with him for a period of                      years, at such compensation as may be agreed upon. He shall be charged with the conduct of the entire business of the company, subject only to the ultimate control of its board of directors. It is agreed that the business of the company shall henceforth be conducted solely in the interests of its stockholders, without regard to the special interests of the parties hereto, or any of them.

SIXTH: Each of the parties hereto obligates himself and itself as a stockholder in the General Film Company, to vote his or its stock in said company at any meeting of stockholders of the company, in favor of any resolution, act or proceeding requisite or necessary in order fully to carry out and effectuate the purposes of this agreement; and further obligates himself and itself to cause his or its representative on the board of directors of the General Film Company to vote in favor of any resolution, act or proceeding by such board requisite or necessary fully to carry out and effectuate the purposes and objects of this agree-

[ENCLOSURE]

ment, whether the corporate act or proceeding necessary for such purpose is specifically mentioned in this agreement or not.

[ENCLOSURE]

SEVENTH: In order the more fully to effectuate and carry out the purposes and objects of this agreement, it is further agreed that the by-laws of the General Film Company shall be amended in the following particulars:

a) Amend Article IV, §1, by striking out paragraph 6, which provides that common stock shall be issued for money only; by striking out paragraph 7, which relates to the purchase by the company of its own capital stock; by striking out paragraph 9, which provides that all treasury common stock that the board of directors from time to time decide to issue shall be allotted pro rata to the holders of issued common stock; by striking out paragraphs 10, 11 and 12, which prescribe the procedure for allotting such common stock to existing common stockholders, and provide for the sale of any stock not accepted.

b) Amend Article V §4, paragraph 3, which at present provides that the by-laws shall not be amended at any meeting of stockholders, except by the affirmative vote of not less than 80% of the issued and outstanding common stock of the company, and insert in lieu of 80% a smaller proportion of the stock - say 60%.

c) Amend Article V, §7, by striking out paragraph 2, which provides that the clerk shall record the name of each holder of record of common stock that nominates a candidate, and the name of the candidate that the stockholder nominates.

d) Amend Article VI, section 3, first paragraph, which requires the affirmative vote of not less than seven (7)

[ENCLOSURE]

directors to accept resignations of individual directors and to fill vacancies, by substituting six (6) for seven (7).

e) Amend Article VI, section 3, by striking out paragraph 2 which provides that if a candidate to fill a vacancy in the board should be nominated by the holder of record of common stock who nominated the director whose resignation, etc. caused the vacancy in the board, the directors shall fill the vacancy by electing the candidate so nominated.

f) Amend Article VI, section 7, which provides that seven directors constitute a quorum, and also requires the affirmative vote of seven directors to decide the action of the board, by substituting six (6) in each place where it occurs instead of seven (7).

g) Amend Article VI, section 8, which requires the affirmative vote of seven directors in the election of officers, by substituting six (6) instead of seven (7).

h) Amend Article IX by striking out all of section 2 which relates to the selection of motion pictures by the representative of the company in each branch exchange, and to payment for pictures so furnished such branch exchanges.

[ENCLOSURE]

IN WITNESS WHEREOF each of the corporation parties hereto has severally and respectively caused this agreement to be executed by its President or Vice-President, and its corporate seal to be hereunto affixed, attested by its secretary, and George Kleine, the individual party hereto, has hereunto set his hand and seal the day and year first above written.

[ENCLOSURE]

Outline of corporate procedurs necessary to carry  
the foregoing agreement into effect.

I - GENERAL FILM COMPANY.

A stockholders' msetting must be called to vote:

- a) On the proposed increase of common capital stock.
- b) On the adoption of the proposed amsndments to the  
by-laws:

Under Articles V, section 2, the clerk or secretary  
of the company is required to call special meetings of  
the stockholders when directed to do so by resolution  
of the board of directors, or when requested in writing  
by the holders of a majority of the issued and outstanding  
shares of common stock. It will be necessary therefore,  
either that the board of directors convene and pass a  
resolution calling the special meeting, or that a written  
request, signed by the holders of a majority of the issued  
and outstanding common stock, be filed with the clerk or  
the secretary.

Under Article V, section 3, the msetting is called  
by mailing a written or printed notice thereof not less  
than fifteen (15) days before the date of the meeting to  
each stockholder of record, at his Post Office address re-  
corded in the stock books of the company.

Under the same Article, section 2, the msetting must  
be held in Portland, Maine, and the notice calling it must  
specify the time, place and object or objects for which it  
called, and no business may be transacted at such msetting

[ENCLOSURE]

other than that specified in the notice.

Under the same section, when the business to be transacted includes action upon a proposed amendment to the by-laws, such proposed amendment or amendments must be set forth in detail in the notice.

Under the same Article, section 2, at a special meeting the stockholders are not permitted to modify any proposed amendment as set forth in the notice. It is important, therefore, that the precise form of all the amendments be agreed upon, so far as practicable, by the requisite percentage of the stockholders, before the notices are sent out.

Under the same Article, section 4, the by-laws may not be amended except by the affirmative vote in person or by proxy of not less than 80% of the issued and outstanding common stock.

After the by-laws have been amended and the increase of capital stock authorized, the board of directors of the General Film Company should, by appropriate resolutions, provide for the issuance of the stock in accordance with the agreement, and should also authorize the proper officers to enter into separate agreements with each of the Patents Company licensees, cancelling the two agreements referred to in paragraphs first and second of the agreement. This should be followed by the execution of separate agreements between the General Film Company and each of the Patents Company licensees, and by a joint request, executed by the General Film Company and the Patents Company licensees, filed with the Empire Trust Company, to secure a release of the stock held by it.

[ENCLOSURE]

II - PATENTS COMPANY LICENSEES.

Such corporate action as may be required by the by-laws of each of the corporate parties to the agreement should be had, authorising:

- a) The cancellation of the existing contracts with the General Film Company;
- b) The distribution of the stock of the General Film Company owned and to be received by it, among its own stockholders.



[ENCLOSURE]

PRESENT PLAN

For next two years licensees receive each year \$1,730,000.

Thereafter " " " " 2,284,000.

If business falls off 17% licensees receive  
each year 1,224,000.

NEW PLAN

Licensees would receive each year 1,239,000.

If business increases 21% they would receive  
each year 2,318,000.

2222C

*Gen Film Co*

October 15, 1912.

Mr. Edison:

At a meeting of the General Film Co. held yesterday some very interesting figures were read, showing a comparison of the business for the period from January 1 to October 7, 1911, as compared with the corresponding period in 1912; this is substantially a period of 10 months.

In 1911 the net film rentals to exhibitors amounted to \$6,411,124.23; in 1912 these rentals amounted to \$9,209,942.30. Roughly speaking, this is a gain of 50%.

In 1911 the gross profits were \$2,096,888.98; in 1912 the gross profits were \$3,200,637.36. This shows also an increase of about 50%.

In 1911 the net profits were \$869,595.73; in 1912 the net profits were \$1,658,336.56. This is an increase of almost 100% in the net profits, and the end of the year will probably show net profits of \$2,000,000., which was the estimate I made the beginning of the year.

In 1911 the number of films leased was 45,947 reels; in 1912 the number was 60,714 reels.

The number of exhibitors served stands at the present time at about 6,300.

FID/IWW

F. L. R.

[ATTACHMENT]

|                            | Jan 1 to Oct 7/11   | Jan 1 to Oct 7/12   |
|----------------------------|---------------------|---------------------|
| Full Film Rentals          | 6,411,124.20        | 9,309,942.30        |
| " " " "                    | 4,314,235.25        | 6,109,304.94        |
| Gross Profit               | <u>2,096,888.98</u> | <u>3,200,637.36</u> |
| Net Profit                 | <u>869,595.73</u>   | <u>1,658,336.56</u> |
| Number of Reels Rented     | <u>43,947</u>       | <u>60,714</u>       |
| Number of Customers Served | <u>181,454</u>      | <u>246,939</u>      |

TELEPHONE  
GRANERY 1282

GENERAL FILM COMPANY  
FIFTH AVENUE BUILDING  
200 FIFTH AVENUE  
NEW YORK

17th October 1912

Frank L. Dyer, Esq., President,  
Thomas A. Edison, Inc.,  
Orange, N. J.

My dear Sir:

I have investigated the complaint of your friend, regarding our purchases from the Western Electric Company. What we buy in large quantity is only carbons, and for good reasons we have divided the purchases equally between the Western Electric Company and the Electric Appliance Company.

As a matter of fact the latter has given us better satisfaction, and our dealing has been always most pleasant, while our dealings with the Western Electric Company have been always disagreeable, and we have to watch their shipments and bills very accurately, as they make many mistakes which takes a lot of our time to correct.

The Electric Appliance Company has many branches in cities where the Western Electric has none, and for that reason it is advantageous for us to do business with them.

In view of the interest that you have for the Western Electric Company we shall continue

GENERAL FILM CO.

NEW YORK.

F.L.D.-2.

RECEIVED  
JAN 1 1968  
U.S. AIR FORCE

to give them half of our business.

Believe me,

Yours very truly,

GENERAL FILM COMPANY

J. A. Best  
President

JAB/C

Reorganizing plans  
see also film

Gen. film Co.

When New Co is formed Mfr sells out for so much stock which is distributed to the shareholders, but at the same time one of the considerations for such sale is that the New film Co will buy within say 10% of its present purchases from said Mfr <sup>in proportion to its whole</sup> so that its investment + operating efficiency will not be impaired except to the above extent, providing always that the quality of such films shall be equal to those made at the date of the sale of its rights should any dispute arise on this point it to be left to Arbitration 3/4 stock vote necessary to alter anything after formation Co. N.

Regarding Patents Co + royalties  
This must be worked in - agreed to by probably some concessions at same time the New Co is organized

Not by law - 3/4 vote to elect or make changes of any kind -

No agreement as to how a stock is to be valued at some future time is legal want then that in Cement Co -



RECEIVED  
OCT 13 1964  
FAMM L. 132  
344

TELEPHONE  
GRANDECH 1222

*Return to Dyer*  
*Wdy*

GENERAL FILM COMPANY  
FIFTH AVENUE BUILDING  
200 FIFTH AVENUE  
NEW YORK

31st October 1912

Frank L. Dyer, Esq.,  
c/o Thos. A. Edison, Inc.,  
Orange, N. J.

My dear Sir:

*Edison note and*  
*Mr. Please return*  
*Wdy*

On petition filed by the Attorney General of Texas  
an injunction has been granted by the Court against the fol-  
lowing persons and corporations, forbidding them to transact  
business within the limits of the State of Texas:

General Film Company  
Motion Picture Patents Co.  
Amaz Co.  
Biograph Co.  
Thos. A. Edison, Inc.  
Essanay Film Mfg. Co.  
Kalem Company  
George Kleine  
Lubin Mfg. Co.  
Melies Mfg. Co.  
Pathe Freres  
Selig Polyscope Co.

Vitagraph Company of America  
Frank L. Dyer  
Henry H. Marvin  
J. J. Kennedy  
Wm. Felzer  
Samuel Long  
J. A. Berst  
Sigmund Lubin  
Geo. Melies  
Albert E. Smith  
Geo. K. Spoor  
Wm. N. Selig

We received the documents yesterday and they  
are exceedingly lengthy.

The Executive Committee has given practically all  
of its time for the last days to this matter and had con-  
ference with our counsel, Mr. Caldwell, every day. We have  
engaged very able counsel in Texas, Mr. Lightfoot, who was  
the former Attorney General of that State. We have also sent  
Mr. George F. Scull to Texas, where he is now, to discuss the  
matter with the Attorney General and protect our rights. We  
think Mr. Scull was well qualified, on account of his past  
experience in this trade.

*B*



GENERAL FILM CO.

NEW YORK.

- 2 -

Without notice a receiver has served a warrant on us and has taken possession of our office in Dallas, Texas.

We are completing arrangements with the receiver for the weekly payments of all merchandise that shall be supplied to him, the remittance of Patents Company's royalties, and possibly part of the net profits.

The receiver has agreed to observe faithfully the terms of the license granted us by the Motion Picture Patents Company.

In my opinion I do not think it necessary to call a special meeting to discuss this matter, as everything has been taken care of very carefully, but should a few of the Directors desire that such a meeting be called, I shall be too glad to do it.

Believe me,

Yours sincerely,

*J. A. Kent*

JAB/C

copy

22790

215

Mr. Wilson:

Regarding my resignation as Director of the General Film Company (papers attached), it will not be necessary to have this resignation presented for the reason that Mr. Felsch and I are both Directors, and I will have it understood that he is the Director who represents the Edison interests. This will leave me as an independent Director.

FWD/INT

P. L. D.

*Super - you and I represent the same directorate. If you are President, you will be a director. Therefore, need not be a director if you are President. I do not see that I am sitting here as a director but have had them who not keep them if no objection and have said go on in addition as long as you are not President and remain a director then you represent me. So you get my point? 16-*

*"Mr. Edison  
Satisfactory to you?"  
C.H.W.*

*11/19*

November 18, 1914

THOMAS A. EDISON, Incorporated

Nov. 21, 1912.

54  
Mr. Edison:

Regarding your note on the attached memorandum, the situation is this, each one of the ten interested concerns was entitled to appoint a Director. I was appointed to represent the Edison Company. When Mr. Kennedy resigned as President he refused to run again as a Director and the Biograph Company refused to nominate anyone as its representative. This left a vacancy on the Board and this vacancy was filled by the election of Felsner, who was agreeable to all of the manufacturers. Felsner has therefore taken the place of the Biograph Director but has always been considered more or less independent. What I propose is that it shall be understood that Felsner represents you and that I am independent -- a free lance. The next meeting of the company takes place in January and at that time Felsner will be elected as your director. I do not know whether I will be elected or not, because if the Biograph Company takes advantage of its option to appoint a Director then there will be no vacancy for me. What I will probably do will be to suggest amendments to the by-laws that will provide for an additional Director which place I can fill. Under the by-laws the President must be a Director. You will see that under the circumstances it would be impossible to have Soull elected as an additional Director to Felsner.

OK  
FLD/IWW

P. L. D.

THOMAS A. EDISON, Incorporated

December 5, 1912.

Mr. Frank L. Dyer,  
General Film Co.,  
200 Fifth Ave., New York.

Dear Mr. Dyer:

I enclose memoranda from Mr. Stevens and Mr. Polzer relative to the General Film Co. doing business in foreign countries and concerning which evidently no decision was arrived at before you left us. Was the matter ever taken up with the General Film Co., and if so, what was their decision? If it was not taken up before you left us, won't you kindly take it up now and let me know what the decision is?

Please return the memoranda with your

reply.

Yours very truly,

CHW/IWW

Vice-Pres. & Gen. Mgr.

Enc-

[ENCLOSURE]

*Don't put  
me any business  
minded at  
17/2 copy*

Mr. F. L. Dyer:

October 30, 1912.

*Mr. Dyer, don't be  
would take it up  
think Mr. Black + I  
would advise me; but  
don't ask from  
him, as yet - J*

Mr. Stevens informs me that the General Film Company are doing a film rental business in Cuba, Hawaii, Porto Rico and possibly the Philippines. This has been the cause of the cancellation of two standing orders with Mr. Stevens, and is apt to result in additional cancellations, the customers claiming that they cannot compete with the General Film Company, as it doesn't give them sufficient outlet for them to maintain a standing order. I understand that Mr. Stevens' cancellations from this cause amounts to 5,000 feet per week or 260,000 feet per year.

No doubt, this affects the other film manufacturers as well as ourselves, and I think that this is a matter that ought to be taken up with the other Film Manufacturers and find out to what extent the Manufacturers' sales are suffering through this rental business.

Furthermore, there is a question in mind whether the General Film Company are allowed to rent film outside the United States as the wording on the edge of the film distinctly states: "that the film is leased for use in the United States only."

Of course, I realize the manufacturers are receiving their proportion of the film rental business, but the question is, does this more than offset the loss in our Foreign standing orders?

[ENCLOSURE]

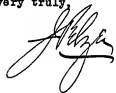
Mr. F.L. Dyer,

-2-

October 30-1912

I think this matter should be given  
serious consideration.

Yours very truly,



JP:OH

CC to Mr. Wilson,

CC to Mr. Stevens.

TELEPHONE  
GRAMERKY 1282

*Genfilm Co*  
GENERAL FILM COMPANY  
FIFTH AVENUE BUILDING  
200 FIFTH AVENUE  
NEW YORK

RECEIVED  
DEC 7-1912

*1251*

6th December 1912.

Mr. C. H. Wilson,  
Vice President and General Manager,  
Thomas A. Edison, Inc.,  
Orange, N. J.

Dear Mr. Wilson:

Yours of the 5th inst. has been received with the enclosed memoranda of Mr. Stevens and Mr. Felzer referring to the General Film Company doing business with foreign countries. This is a matter that has been discussed from time to time by the Directors of the General Film Company, but no definite decision was reached because it was felt that we should first make *(our position?)* *(opposition)* as strong as possible in this country.

I have no doubt but what this will be one of the developments of the future, and that it will be taken up just as soon as the Directors feel that the time is ripe for such a move.

I will keep your letter and the memoranda before me as a reminder that this is a matter to be attended to.

Yours very truly,

*Frank L. Brown*

FLD/ERC

**Motion Picture Patents Company Records  
General Film Company (1913-1915)**

This folder contains correspondence and other documents authored by or sent to Edison, Leonard W. McChesney, George F. Scull, Carl H. Wilson, and other officials of Thomas A. Edison, Inc. There are also letters to and from Jacques A. Berst, vice president of the Selig Polyscope Co. and president of the General Film Co. Many of the documents concern canceled orders for three-reel films. Also included are letters from branch managers of the General Film Co. reporting criticism of Edison's comedies by exhibitors and patrons. One letter compares Edison's films to those of Charlie Chaplin and the Keystone Co. Some of the documents pertain to stockholders' meetings and to the federal government's antitrust suit against MPPCo.

Approximately 30 percent of the documents have been selected.



copy

KNOW ALL MEN BY THESE PRESENTS, that

Thomas A. Edison, Incorporated a stockholder  
in General Film Company, a corporation organized under the  
laws of the State of Maine, does hereby constitute and appoint  
Harry P. Sweetser its true and  
lawful attorney, with power of substitution, to attend the  
Annual Meeting of the Stockholders of said corporation to be

Paul H. Melis  
subscribed for 8  
shares of stock in  
the General Film Co.  
for \$100.00

held at No. 85 Exchange Street, in the City of Portland,  
State of Maine, on the 21st day of January 1913, or any  
adjournment thereof; said attorney or substitute being hereby

delegated and directed in its name and behalf to nominate  
Carl H. Wilson as a candidate for Director

of said General Film Company, and in its name, as its proxy,  
to vote all shares of Common Stock it should be entitled to  
vote, and to cast ~~all its~~ <sup>1000</sup> votes in favor of the election of  
said Carl H. Wilson as a Director; and to vote on

any and all other matters that may properly come before said  
meeting, provided that in case any proposed amendment of the  
by-laws of the Company is put to vote, said proxy shall cast

~~all its~~ <sup>100</sup> votes against such proposed amendment. All  
proxies heretofore given by it to any person or persons  
whatsoever are hereby revoked.

Eggs

Eggs

IN WITNESS WHEREOF, said Thomas A. Edison, Incorporated has  
by its duly authorized officer hereunto set its hand this  
Eighteenth day of January 1913.

In the presence of

Thomas A. Edison, Incorporated,  
by Thomas A. Edison  
President

Recd  
Done

(Signed) E. J. Berggren  
Secretary

KNOW ALL MEN BY THESE PRESENTS, that

Thomas D. Edison, Incorporated a Stockholder  
in General Film Company, a corporation organized under the  
laws of the State of Maine, does hereby constitute and appoint  
William Pelys its true and

lawful attorney, with power of substitution, to attend the  
Annual Meeting of the Stockholders of said corporation to be  
held at No. 85 Exchange Street, in the City of Portland,  
State of Maine, on the 21st day of January 1913, or any  
adjournment thereof; said attorney or substitute being hereby  
delegated and directed in its name and behalf to nominate

William Pelys and Frank L. Syer  
as candidates for Directors of said General Film Company,  
and in its name, as its proxy, to vote all shares of Common  
Stock it should be entitled to vote, and to cast 900  
votes in favor of the election of said William Pelys  
as a Director, and 100 votes in favor of the election  
of said Frank L. Syer as a Director; and to vote on  
any and all other matters that may properly come before said  
meeting. All proxies heretofore given by it to any person  
or persons whatsoever are hereby revoked.

IN WITNESS WHEREOF, said Thomas D. Edison, Incorporated has  
by its duly authorized officer hereunto set its hand this  
\_\_\_\_\_ day of \_\_\_\_\_ 1913.

In the presence of

KNOW ALL MEN BY THESE PRESENTS, that

Thomas A. Edison, Incorporated, a stockholder in General Film Company, a corporation organized under the laws of the State of Maine, does hereby constitute and appoint Harry P. Sweetser its true and lawful attorney, with power of substitution, to attend the Annual Meeting of the Stockholders of said corporation to be held at No. 85 Exchange Street, in the City of Portland, State of Maine, on the 15th day of April, 1913, or any adjournment thereof; said attorney or substitute being hereby delegated and directed in its name and behalf to nominate Paul G. Melies as a candidate for Director of said General Film Company, and in its name, as its proxy, to vote all shares of common stock it should be entitled to vote, and to cast its 1,000 votes in favor of the election of said Paul G. Melies as a Director; and to vote on any and all other matters that may properly come before said meeting, provided that in case any proposed amendment of the by-laws of the Company is put to vote, said proxy shall cast its 100 votes against such proposed amendment. All proxies heretofore given by it to any person or persons whatsoever are hereby revoked.

IN WITNESS WHEREOF, said Thomas A. Edison, Incorporated, has by its duly authorized officer hereunto set its hand this 12<sup>th</sup> day of April, 1913.

In the presence of

  
Secretary.

THOMAS A. EDISON, INCORPORATED.  
By Thomas A. Edison  
President.

[ATTACHMENT]

Have we <sup>notice</sup> proxy for Genl Film  
meeting

Vote for Director (Wilson)

Vote against all amendment  
to bye laws

Takes only 3 neg votes to

Kill any change —

Report of weekly profits of  
film Co —

Mail proxy to Harry P  
Harry P Sweetser - 185 Oak St

Portland Me —

~~at 10:30~~ put direction on proxy  
How to Vote —



Thomas A. Edison, Inc.  
Orange, N.J., U.S.A.

Edison Phonographs and Records. Edison Primary Batteries  
Edison Kinetoscopes and Motion Picture Films  
Edison Home Kinetoscopes and Motion Picture Films  
Edison Dictating Machines. Edison Kinetophones  
Edison A.C. Rectifiers and Edison House Lighting Controllers

THOMAS A. EDISON, PRESIDENT  
C. H. WILSON, VICE PRESIDENT AND  
GENERAL MANAGER  
WILLIAM HAWWELL, SECOND VICE PRESIDENT  
E. J. BERGREN, TREASURER AND MANAGER  
LONDON, BERLIN, PARIS,  
SYDNEY, BUENOS AIRES.  
CABLE ADDRESS  
"ZYMOTIC, NEW YORK"

April 14, 1913.

Mr. Harry F. Sweetser,  
85 Exchange Street,  
Portland, Me.

Dear Sir:

We should like to have you represent us as proxy at the  
adjourned Annual Meeting of Stockholders of the General Film  
Company to be held at No. 85 Exchange Street, Portland, Me., on  
April 15th, 1913, and enclose herewith a proxy for this purpose,  
this proxy superseding all previous ones.

You will note that our entire holding of stock is  
to be voted in favor of Paul F. Mallie as Director, and against  
any proposed amendment or amendments of the By-Laws of the  
Company.

Yours very truly,

*W. H. Wilson*  
Vice-Pres. & Gen. Mgr.

P. S. Kindly advise us fully as to what is done at the meeting.

Enc-

J. J. KENNEDY  
ENGINEER  
52 BROADWAY NEW YORK

May 8, 1913.

MR. C. H. WILSON,

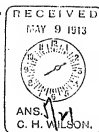
Thomas A. Edison, Incorporated,  
ORANGE, N. J.

My dear Mr. Wilson:

To keep you informed, I am enclosing  
a copy of the Biograph Company's new proxy to Mr.  
Sweetser or his substitute, to be voted at the  
next adjourned meeting of the stockholders of  
the General Film Company.

Yours sincerely,

*J. J. Kennedy*





1357  
~~1357~~  
J. J. KENNEDY  
ENGINEER  
52 BROADWAY NEW YORK

*Genfilm Co.*

May 22, 1913.

MR. C. H. WILSON,  
c/o Thomas A. Edison, Inc.,  
ORANGE, N. J.

My dear Mr. Wilson:

Your favor of the 21st instant, relative to General Film Company stockholders' meeting, accompanied by copy of your proxy, has been received.

I have just learned that the annual meeting of the stockholders has been again adjourned to 10:30 A. M. on Tuesday, May 27th.

I telephoned Mr. Sweasner, the Clerk of the Company at Portland, and learned that four proxies have been filed with him - Pathe Freres, Kalem, Edison and Biograph - and that all four are opposed to the amendments providing for an additional director.

Whenever you have the time, I hope you will arrange for a conference over the present situation.

Sincerely yours,

*J. J. Kennedy*

Strictly Personal

*file*  
MEADOW CROFT.

1914 M.P. -  
General  
Film Co.

Mr. Edison:

May 14, 1914.

At the meeting of the General Film Co. on Monday, the division of profits, based on footage of film of each of the different manufacturers, for the fiscal year 1913 was stated to be as follows:

|           | <u>Total<br/>Footage.</u> | <u>Share of<br/>Profits.</u> |
|-----------|---------------------------|------------------------------|
| Biograph  | 7,038,389                 | \$29,250.16                  |
| Edison    | 10,155,489                | 42,204.30                    |
| Essanay   | 10,043,250                | 41,737.75                    |
| Kalem     | 10,500,280                | 43,637.08                    |
| Kleine    | 3,402,544                 | 14,144.45                    |
| Lubin     | 12,341,012                | 51,286.80                    |
| Melies    | 1,058,100                 | 4,397.35                     |
| Pathe     | 15,699,720                | 65,244.96                    |
| Selig     | 10,714,184                | 44,526.02                    |
| Vitagraph | <u>15,820,536</u>         | <u>65,747.00</u>             |
| Total,    | 96,774,514                | \$402,175.67.                |

Our share (\$42,402.30) for the year 1913 does not compare very favorably with that of \$175,751.80 for the year 1912; or \$122,771.31 for the year 1911, but of course the other manufacturers' shares were reduced proportionately, and the only reason—that can be assigned for the decrease is heavy overhead and operating expenses, also heavy purchases of film during Mr. Dyer's administration. Since Mr. Kennedy took hold, both the operating expenses and purchase of film have been reduced



Mr. Edison- 2.

quite materially, and therefore the profits for the year 1914 should be much larger than for the year 1913.

Please treat this information confidential as, aside from knowing what our own profits are, information as to the profits of the other manufacturers is not supposed to be disclosed or become known to anyone other than a director or manufacturer.

CHW/IWW

C. H. W.

TELEPHONE MAIN 3917

GENERAL FILM COMPANY

(INCORPORATED)

840 UNION STREET  
NEW ORLEANS, LA.

Nov. 24th., 1914.

Mr. E. N. Hirsch,  
New Gen Theatre.

Hattiesburg, Miss.

Dear Sir:--

Your post card of the 23rd. to hand,  
requesting the Buster Brown Series, and the fact that  
we are not purchasing this particular series, we regret  
our inability to favor you in this matter.

Awaiting your further favors, we are,

Very truly yours,

GENERAL FILM COMPANY (INC.)

E.C.

*R. L. Lewis*  
Branch Manager.

*If General Film Co. can't supply your  
films, where on earth do you get them?*

*We have had a number of  
requests from Parents to get your  
Buster Brown series, for the children,  
but it's the same old story "for any  
thing asked for: "They Don't Get It"  
what we want is the Pathe Co. Did the right thing. We can get*

December 17th, 1914.

664 1-6 1914

Mr. Wilson:-

Referring to attached copy of letter to the General Film Company from Brown & Dion, Kane, Penna.:

Our three-reel subjects are now released in regular service and so far as I can find no extra charge is made for them. This condition formerly existed in Chicago, but has been removed since Mr. VanRunkle resigned. There is no denying that exhibitors want three-reel releases in regular service and if the General Film Company would only take a little interest in placing their features within the reach of exhibitors at reasonable rental prices, I think that they might secure some of the big volume of business that is now going to the outside feature companies.

What makes me mad is that every once in a while a branch manager with a "single track brain", as Mr. Edison calls it, protests because we are forcing three-reel subjects on him in regular service. There are at least two branches that will not buy our three-reel releases unless we permit them to temporarily cancel one of the single reel releases which they would ordinarily receive the same week. They do this so that their total purchases of the week will not be increased.

Then there is the branch manager at Butte who cancels his standing order for the Friday multiple because, as he says, "we cannot see our way clear to have you force us to use an extra reel once a month, as this seems to be the practice of the Edison Company to release a three-reel multiple once a month".

We sold only thirty prints of "The Colonel of the Red Hussars", but we are probably lucky at that, considering the fine bunch of rubber-back-boned managers who have charge of the General Film Exchanges around the country.

It seems to me that this matter of releasing three-reel subjects in regular service and encouraging branch managers to take them is of sufficient importance to discuss at the next meeting of the directors.

This brings up another question in my mind. You will certainly have your hands full for the next several months directing the re-organization of the Phonograph end of the business and superintending the re-construction of the plant. I wish I might relieve you of your duties as a director of the General Film Company. I have no hope, of course, that I would ever be accepted as an official representative of the Edison Company in the General Film Company, but I thought perhaps you could fix things so that I could attend

-2-

the meetings as your proxy. If you care to entertain this suggestion and it is worked out, I will promise to be good at the meetings of the directors and not "fly off the handle" as I am so often wont to do!

L. M. Disney.

LWM:GMM.

[ENCLOSURE]

C O P Y

BROWN & DICK  
AMUSEMENT ENTERPRISES

DEC 16 1934

Kane, Pa. Dec. 14/34

General Film Co.  
New York

Dear Mr. Waters Mgr.

I see by the Motion Picture News that the Vitagraph 3 reels  
Features will be released in the Regular Program, This will make  
a big improvement to the service, and if the rest of the Mfg Co  
would do the same it would put the General Film Service back where  
it belongs ON TOP. As you know what public sentiment there is, it is  
with the Independents, and the General Film Exhibitor must have the  
best program to compete with his opposition.

I want to thank you and the Vitagraph Co for this step.

Yours Truly.

Brown & Dick

(Sgt.) H E Brown

*C. H. Nelson*  
*Gracey.*  
*L. H. Macchiusi*  
*has not our 3 reels*  
*released in the regular*  
*program or by you*  
*supplied by S. C.*  
*Chicago June 1934*  
*Chas*  
*17/17*

GEORGE F. SCULL  
SINGER BUILDING, 149 BROADWAY  
NEW YORK CITY  
PATENTS AND PATENT CAUSES

DEC 19 1914

December 18th, 1914.

Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

*Ans 17/21*

My dear Mr. Wilson:--

Yesterday the Greater New York Film Rental Company began a suit in the United States District Court in New York against the General Film Company, the Patents Company and all of the licensed manufacturing corporations, as well as the individual defendants in the Government case, and in addition, Percy Waters, for triple damages under the Sherman Act. This, as you know, is the suit which we have been expecting would be filed. He claims that he has been damaged to the extent of \$800,000. and asks to have this tripled. Undoubtedly, the Edison Company will eventually be served with papers.

I suggested to Mr. Marvin yesterday, and he agreed with me, that it would be well in handling this suit, to have some written agreement between the several defendants which will cover the employment of one or two counsel to handle the case for every one, and a proper division of the expenses in connection with the suit. Then if any single defendant wishes to employ additional counsel, he may do so, but at his own expense. I do not care to see the waste repeated which has been incurred by reason of the multiplicity of counsel in the Government case. I think we should be able to get together representatives of the various defendants the beginning of next week so as to determine whether or not this plan is agreeable to all of them.

Possibly it is too soon yet to broach this matter and I have not done so to any one except as I mentioned it to you this morning, but I think it is desirable before long at least, from our standpoint, to have some written agreement by which the different defendants will agree as to the proportion to be paid by each of them in case of a recovery in this or any other triple damage suit. Some of the defendants are in a position to make themselves judgment proof, and I believe will undoubtedly do so, if they fear that they would be liable for whole recovery. In an action of this kind the property of any one of the defendants may be attached to satisfy the judgment, and the chances of that defendant recovering from any of his co-defendants are very slim. The matter of this paragraph, however, is something which you can be turning over in your mind, so that when the time

Mr. C. H. Wilson

-2-

12/18/14.

comes to settle it, you will have some idea as to what  
is desirable.

Yours very truly,

*George F. Bull*

GFS/LNB

file 2000

Mr. Ediscm:

I agree with Soull and Marvin that one General Counsel be agreed upon by the different parties interested who should act for all of them.

I also think an agreement should be arrived at regarding how expenses should be divided as between the M. P. P. Co., G. F. Co. and individual manufacturers.

I also believe Soull's suggestion, that some written agreement, by which the different defendants will agree as to the proportion to be paid by each of them in case of recovery in this or any other triple damage suit, should be followed out.

Please let me have your views, if different from mine.

I will attend all meetings that may be called to discuss these matters and thereby keep you fully posted.

CHW/IWW

C. H. W.

Think these suggestions  
ok. I thought they got  
supplied right along  
to me they had a contract  
& was just as much guilty under  
Chorman as we  
as don't see how they can take  
advantage of their own  
wrong, and then get  
2



DEC 21 1914



Ans.  
C. H. WILSON

On Saturday morning the Montreal branch of the General Film Company favored us with instructions to reduce their standing order for Edison releases by 3,000 feet each week, cutting out one print each of the Friday multiple and the Saturday single reel release. The situation is positively disgusting.

I should also like to learn how many feet per <sup>unit</sup> ~~foot~~ are being purchased now by the Butte branch; also whether that branch cancelled any of its orders recently with other manufacturers.

And, I think it would be very interesting if you could get the same report we used to get showing the relative standing of the various manufacturers now actively associated with the General Film Company.

**L. V. Koudanov.**

LVM:ASC

24th December 1914

Mr. Wilson:

And still they come! Yesterday the Wilkes-Barre branch of the General Film Company cancelled its standing order for the Saturday single reel releases after January 9th. These cancellations are certainly a fine thing for the G. F.—if the policy is to keep down purchases—but they don't help our profits much.

L. *Sankey* <sup>Sankey</sup>

LWM:ASC



26th December 1914

Mr. Wilson:

The New York branches of the General Film Company are now beginning to trim their orders for extra prints—to the extent of from 25 to 40 feet per week.

Have you had an opportunity to get over to see Mr. Waters and to determine how we stand relatively?

L. *Sankey* <sup>Sankey</sup>

LWM:ASC



RECEIVED  
JAN 4 1915



Ans.  
C. H. WILSON

Subject: Billing price to General Film Company  
of films (other than complete prints  
of current releases) shipped into  
Canada.

In the case of titles and other short lengths upon which we establish a valuation of 5¢ per foot in this country, the Canadian customs authorities expect us to bill General Film Co. at 6¢ per foot, in accordance with their requirements. The General Film Company objects to paying more than 5¢. Consequently it has been the practice of the General Film Company to charge us back with an amount representing the difference between the 6¢ and the 5¢ rate. We have passed a few such bills, but the people in the Legal Department think that we should not pass any more.

Very little in money is involved in this controversy--in fact, we have not had a case of this rebating for several months. However, it is likely to come up again at any time so if an opportunity is presented I think you might discuss it with Mr. Waters.

You will recall that in the case of "Fantasma" we had to ship the Canadian prints which were to be billed at 6¢ per foot to New York, because I did not feel that we ought to make shipment directly from here and value them at 8¢ a foot for customs purposes and actually charge the General Film Company only 6¢.

L. L. Chesney.

LYM:ASC

3370

Gen. Film Co.  
January 2nd, 1915.

Mr. Hanson:

As I advised you the other day, we recently received instructions from the manager of the General Film Company at Denver to cancel the standing order that this office had with us for the Edison Friday multiple whenever it was a straight comedy. This morning I have a telegram from the same office cancelling its standing order for our Monday release. When these two cancellations become effective, it will mean that we are now shipping 1000 feet of film to the Denver office per week when a year ago we were shipping a minimum of 3000 feet per week and, some weeks, 5000 feet per week.

I know the situation in Denver pretty thoroughly, and I must confess it is a puzzle to me how the General Film Company can even begin to serve their proportion of the theatres out there with a program which includes only 1000 feet of Edison films per week.

L. J. Hedney.

LWH:GMM.



*All forwarding with  
notes on 12.15.15*



5th January 1915

Mr. Wilson:

The Butte branch of the General Film Company has cancelled its standing order for the Edison Friday multiple and is not now buying a single Edison release. I think the office may have an arrangement of some kind with another branch like Portland, whereby it gets copies of our films perhaps two or three weeks after release date, but it is not getting from us new prints of any current release.

In a letter dated December 1st Mr. F. A. Tipton, the branch manager at that point said: "For your information will state that it is our intention to cancel the Edison Friday release as we are unable to use three-reel multiples in our program, and we cannot see our way clear to have you force us to use an extra reel once a month. It seems to be the intention of the Edison Company to release a three-reel multiple once a month. In fact, our customers in this territory do not consider the Edison release up to the standard with the other manufacturers and we are receiving complaints from our different customers requesting us to substitute other releases in place of the Edison. Consequently we feel that we are compelled to give our customers the class of subjects they desire".

I can readily understand that a small branch like Butte dislikes the placing of three-reel subjects in regular service, but certainly we cannot shape our policy to take care of objections when so many branches seem anxious for three-reel releases in regular service.

I thought his statement that our releases were not generally acceptable to Montana exhibitors would bear checking up. Accordingly I wrote a rather frank letter to all exhibitors in the State of Montana, requesting them to plainly state their objections to Edison releases if they had any. A number of replies have been received to date and I quote from some of them.

G. D. Bokhart, Big Dandy, Mont.: says:

"I have shown three to four Edison pictures a week a find them to be all right. I have had some that drew very large houses, so it looks as if the public in general has at least one eye on Edison releases".

A. E. Northey, Prop. of the Orpheum Theatre at Sidney, Mont. says:

"I cancelled my General Film service last week owing to their lack of interest in the success of my theatre and want seems to be a fixed policy of making their 'oleman up' while the oleman is good. I have played Edison releases about two a week for the last year and a half and find that they average as good or better than the other makes sent me. Having covered eastern Montana quite thoroughly during the past few weeks, trying to

get wise to the film situation, I can say that I have heard no complaints regarding Edison releases, but nearly every manager taking General service feels about the way I do about having any old thing in the shape of a program handed him. My frank opinion is that the General Film Company is losing its hold in Montana, and it cutting down purchases, all because of their 'get rich quick' policy which would be suicide for any other jobbing concern in the business world."

G. H. Howard, Prop. of the Auditorium at Big Timber, Mont. says:

"Edison films please my audiences as well as any of the General Film releases and I know they do so. Looking back over my books I find I have not run an Edison multiple for over two months but I certainly have not requested Mr. Tipton or anyone else not to ship me Edison films. Of course we have only a small town here and are using ninety days stuff so we do not cut much figure with the exchange. Since Mr. Tipton took charge of the native office we have been handed some 'long' stuff and have been very near quitting several times, but have held out thinking that perhaps there would be a change of managers at Bette."

H. D. O'Brien, Prop. of the Star Theatre, at Forsythe, Mont. says:

"I have never made any complaint to the General Film Company because of your releases. I am now using two, three and some weeks four. I am satisfied that the Edison releases are deserving of merit. My patrons seem to enjoy Edison comedies very much and I have no complaint from them on the other subjects. I received your advance paper on 'Fantasma' and applied for rate per day for the subject, up to and after the ninety day period, and was advised that it would cost me \$10.00 per reel, or \$50.00 per day for the picture. Of course this price is prohibitive for my house."

Mr. E. O'Keefe, manager of the Luna, Regent and Iola Theatres at Billings, Mont. says:

"At present I am not receiving any Edison films in my program, which for the Luna Theatre consists of sixteen reels per week? I use Universal service at the Iola and Paramount service at the Regent. There is another house in this city running General program which uses the Edison multiple each week and as far as I know he has no kick on them. Personally I never

had any kick on Edison releases in general, as I consider them as good as the ordinary run of pictures produced by the General Film Co.—in fact I wish to compliment the Edison people because they are not lending all their best efforts and best stars to producing big features for which we must pay an extra price, to the neglect of single and multiple reel pictures in regular service".

Frank W. Jones, Mgr. of the Star Theatre at Billings, Mont. says:

"I have been showing your multiple every Sunday for over a year and have yet to find one that does not come up to the top for regular releases. In fact I made the remark before receiving your letter that this was one booking that could always be counted upon. We seem to have all sorts of trouble getting the pictures we want. We are always not with, 'No we cannot supply you, the demand is not sufficient for us to carry this film'. Then we receive notice that such and such a release has been discontinued. Who is to blame? One manager will be in charge, just learn the ropes, and then he is transferred. Then we go through the whole business again. I used General Film special releases for thirty weeks at \$40.00 for two days. Received notice that the price had been advanced to \$10.00 per reel per day. Did I bite? No, there are too many others. I am running 'Who Goes There' to-day and I don't know when I have run as good a comedy. You can put me down as a thorough booster for your multiple".

I have other letters but there is not time to quote from them. Mr. Zipton says very plainly that exhibitors do not want our releases—the Edison Friday multiple in particular. I leave it to you to judge whether the above quotations from letters written by representative exhibitors substantiate his statements.

L. W. McChesney.



+ Gen Film Co.

Jan. 16, 1915.

Messrs. Chas. Edison, L. W. McChesney, Maxwell, Flimpton:

I attach hereto copies of copies of letters forwarded to me by Mr. Waters of the General Film Company, all of these letters referring to the three-reel subjects recently put in regular service by the Vitagraph Company, also the one soon to be put in the service by the Lubin Company.

The expressions contained in these letters convince me that we acted wisely in deciding to put out a three-reeler in regular service at the earliest possible moment. Furthermore, they read as though, if a sufficient quantity of good three-reel subjects are put in regular service, they will to a large extent cause exhibitors to utilize them in place of the feature films, both of independent and licensed manufacture, for which they have heretofore and are still compelled to pay additional rental.

There is only one other thing I see that these letters suggest, and that is, all the licensed manufacturers have been lacking in good comedy pictures, this being indicated by several branch managers saying: "Now that Charles Chapman has been secured by the Essanay Company for their comedies, the regular service will receive a good boost". Concerning our position in comedies, I believe if we stick to Wadsworth and Housman altogether on this line of work and advertise and feature them, it will be only a short time when our pictures will stand in the front ranks.

After attending meetings of the General Film Co. on Monday and Tuesday of next week, we will decide the day or days on which we will release the three-reel which we have decided to put out. I would like to know whether your views agree with mine, concerning these matters.

C. H. W.

337  
Mr. L. W. MoChesney:

Gen Film  
March 9, 1915.

Please note that at the meeting of the General Film Co. yesterday it was decided that in this one instance, at least, and perhaps to continue as a regular practice, the rebates due the General Film Co. by the different manufacturers to be paid between the 1st and 15th of March will be deducted from the film bills due the manufacturers by the General Film Co. this week. In other words, instead of their sending a check in full for the film bills due this week, they will deduct from this amount the rebates to which they are entitled and for which we would ordinarily send them check between the 1st and 15th of March.

This policy was decided on in order to place in the hands of the General Film Co. at one time all the rebates due them from the manufacturers, in order that they might apply same on a pro rata basis to the different manufacturers to whom they owe large bills for feature films.

Having talked this matter over with you, I trust that this memo. will be fully understood.

CHW/IWW

C. H. W.

Copies to Messrs. Berggren and Eckert.

Der Film

File

152

The main office of the General Film Co., New York, will issue to each manufacturer's orders for the amount of film now being taken for the Canadian branches, such film to be shipped to the main office direct, or to some of the eastern branch offices at their option. These films will then be put in use from whatever branch office the main office may decide on for a period of not to exceed four weeks, for the purpose of supplying additional customers who want first, second or third run service, thereby getting additional revenue for the company, after which they will be shipped to Canadian Exchanges at such price as the main office of the G. F. Co. may decide on; that is, the U. S. Exchanges that have used them for a certain length of time will be charged a certain price per foot for the use they have had of them, and they will then be billed to the Canadian office at the difference between that price and the ~~50~~ price which the Canadian branches have heretofore been paying. The film so ordered by the General Film Co. is to be charged to them at the regular price of 11¢ per foot subject to the 10% rebate, and when they make shipment into Canada

(2)

they are to advise manufacturers of the quantity shipped into Canada and we are to give them a further rebate on such quantity to bring the price down to the price which we are now billing Canadian film-- that is, 8¢ net per foot. To equalize to this price, they will either send us a bill for the difference or advise us of the quantity and request a credit.

This method of handling the business is to be effective from the time we started shipping films for the Canadian offices to the main office New York City. Therefore, for any films that you have shipped to the main office, New York, for Canadian use at the 8¢ price you should send a corrected bill at the 11¢ price or a bill for the difference between 8¢ and 11¢.

Having talked this matter over with you, I trust this memo. will be perfectly clear to you.

CEW/IW

C. H. W.

C-EJRWLW



11th March 1915

Mr. Horace G. Flimpton,  
Edison Studio.

Dear Mr. Flimpton:

The further evidence, in your memorandum of 8th March, of the indifference of the General Film Company to the wishes of exhibitors, is deplorable. I am writing Mr. Waters about the matter, but it will do no good, I am sure.

The Mr. Morrison, the manager of the Majestic Theatre at Hartford has no rights—he's only the fellow who foots the bill!

As I have said repeatedly—in no other branch of merchandising could a concern "get away" with the things the General Film Company "pulls off".

Yours very truly,  
THOMAS A. EDISON, INCORPORATED,

Manager Motion Picture Division.

LHM:ASO

G. C. to Mr. Wilson.

332



Ken Film

27th March 1915

Mr. Horace G. Flimpton,  
Edison Studio.

Dear Mr. Flimpton:

Attached for your information is a copy of a letter  
just received from the General Film Company, Dallas, Texas;  
also a carbon of my reply under even date.

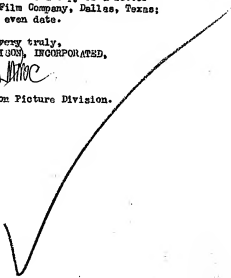
Yours very truly,  
THOMAS A. EDISON, INCORPORATED,

*LMC*

Manager Motion Picture Division.

LWM:ASC

C. C. to Mr. Edison.



[ENCLOSURE]

GENERAL FILM COMPANY

Dallas, Tex.

22nd March 1915

Thomas A. Edison, Inc.,  
Orange, N.J.

Gentlemen:

Replying to your favor of March 18th, in which you request a frank expression of our opinion as to the merits of your Tuesday single comedy, we cannot say that we have had any definite criticisms on this certain release either favorable or unfavorable, but will say that we are actually receiving more unfavorable than favorable criticisms on the Edison releases in general and we are unable to decide at present what effect this sentiment in our territory will ultimately have on our purchases.

We assure you that our schedules will be arranged with all fairness to each manufacturer at all times to the best of our ability.

Yours very truly,

General Film Co., (Ltd.)

(Signed) A. L. Teagarden,

Acting Branch Mgr.

ALT:H

GENERAL FILM COMPANY

*Gen Film*

2017 Commerce Street,

Dallas, Texas.

1st April 1915

Thomas A. Edison, Inc.,  
Orange, N.J.

Gentlemen:

Replying to your favor of March 27th, we wish to advise that criticisms mentioned in our letter of March 22nd against Edison releases have been of quite a general character and not at all specific. The situation seems to be this: Moving picture patrons don't like Edison releases. Complaints from exhibitors are usually worded about like the following: "We must again request that you take the Edison releases off of our program. Our patrons simply pass us up whenever they see an Edison poster. Fortunately, we like them fairly well but we must please our patrons first". Exhibitors who call at our office and try to arrange their programs according to their own wishes very seldom favor the Edison films and in a large majority of cases make urgent requests for us to give them as few Edisons as possible.

You may depend upon it that we use our influence as far as it will go to keep all exhibitors satisfied with every manufacturers' productions and you may depend on our continuing to do so. As stated in our former letter, we do not know that this sentiment will cause any change in our purchases but it really seems evident to us that there are difficulties to be overcome which are real enough to be worth careful consideration.

Again assuring you of our best wishes, we are,

Yours very truly,

GENERAL FILM COMPANY,

A. L. Torgarden,

Acting Branch Manager.



*theater*

Mr. Horace

322



3rd April 1915

Mr. Horace G. Flimpton,  
Edison Studio.

Dear Mr. Flimpton:

Attached for your information is a copy of a further letter from the Kansas City branch of the General Film Co., regarding the kind of motion pictures which seem to get over best with exhibitors these days.

Since we have been accused from some quarters of producing the indifferent sort of comedies, I think our decision of Thursday night to almost entirely eliminate comedies and put out little else than dramas as soon as we can, is a wise one.

Yours very truly,  
THOMAS A. EDISON, INCORPORATED,

Manager Motion Picture Division.

LWM:ASO

V

[ENCLOSURE]

GENERAL FILM COMPANY

Kansas City, Mo.

March 29th, 1915

Thomas A. Edison, Inc.,  
Orange, N.J.

Gentlemen:

Answering yours of March 24th, asking for suggestions concerning the type of pictures that would most appeal to exhibitors of this branch, beg to advise that good comedy is always in demand, but the so-called near comedy that some of the manufacturers have been turning out recently is absolutely worthless, both to us and the exhibitors using our program.

In our opinion the program most needs now good strong single reel dramas, featuring well-known players. The tendency with our trade within the past few months has been to advertise the players appearing in the pictures more and more, and they find that this appeals to the public. One night when they show favorable favorites, a good house usually turns out.

Yours very truly,

GENERAL FILM COMPANY, INC.,

(Signed) G. D. Struble,

Branch Mgr.

*Kenfilm Co*

332  
Mr. L. W. McChesney:

May 6, 1915.

Referring to attached correspondence and memoranda concerning account of Calumet Film Exchange, amounting to \$688.46, I will take this up again with Mr. Kennedy on Monday next, but doubt very much my being able to get a remittance covering the amount, for the reason, as Kennedy has told me two or three times, that the G. F. Co. owes several manufacturers similar claims, and instead of paying same they have been applying all profits of the company on payments of profits due the different manufacturers; also, that because none of the other manufacturers had pressed their claims for the Calumet account he did not think we ought to press ours, although, of course they will all be paid in time. Personally I can see no reason why we should not have the money, and I will talk with Kennedy along these lines.

CHW/IWW

C. H. W.

Enc-

26th May 1915

Mr. Wilson:

Attached for your information are two carbons of a letter I am to-day writing the Buffalo branch of the General Film Company. I believe the letter is self-explanatory and if you consider it worth while perhaps you would like to show one of the carbons to Mr. Kennedy or Mr. Waters.

L. W. McChesney.

LWM:ASB



[ENCLOSURE]

26th May 1915

General Film Company,  
122 Pearl Street,  
Buffalo, N. Y.

Gentlemen:

Attention of Mr. D. J. Savage, Branch Mgr.

We acknowledge your requisition M-5877, dated the 24th inst., instructing us to send you our three-reel releases of alternate Fridays, beginning June 4th, but not the four-reel releases of alternate Fridays, beginning June 11th. We very much regret your decision not to buy "Cohen's Luck" and the other good four-reel releases which we are planning to put out in regular service.

At the present time your branch is buying 3,000 feet per week from us; we had hoped for at least the same amount of business under the new schedule. Buying our four-reel releases of alternate Fridays would have increased your purchases by 1,000 feet every other week, or an average of 500 feet per week, but we had hoped that you would be warranted in arranging for this increase by reason of the excellent quality of our recent releases.

If you cannot possibly see your way clear to buy the four-reelers, can you not arrange to favor us with your standing order for our Wednesday and Saturday single reel releases, or at least one of them? We should like very much indeed to get from you standing orders that will total as much footage as we are now sending to your branch each week, and if you can see your way clear to bring this about, we shall be grateful indeed for your co-operation and support.

Yours faithfully,  
THOMAS A. EDISON, INCORPORATED,

LWM:ABO

Manager Motion Picture Division.

Mr. Wilson

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film



20th July 1915

General Film Company,  
139 Eddy Street,  
San Francisco, Cal.

Gentlemen:

Attention of Mr. Leon Borlean, Branch Mgr.

Your letter of the 16th did not reach us until Saturday morning (the 17th), therefore we shall be unable to cancel your standing order for our four-reel releases after the shipment of the release of July 23rd. Our leasing arrangement with the General Film Company gives us twenty-one days' notice of all cancellations, which, you will observe, we did not have in this case by one day. We shall send you the four-reel release of August 6th and cancel thereafter, which we hope under the circumstances will be entirely satisfactory.

We are sincerely sorry that you found it necessary to discontinue the purchase of the Edison four reels on standing order and we respectfully inquire whether your action is traceable to the quality of the pictures. Some other branches which have not been buying the four reels recently placed standing orders for them; other branches which have been buying them right along tell us that they are of uniformly high quality. We have endeavored to maintain the Edison standard in the production of these four-reel pictures and have felt right along that we were succeeding.

Hoping that you will soon find it possible to reinstate the order for these four-reel subjects, we are,

Yours faithfully,  
THOMAS A. EDISON, INCORPORATED,

Manager Motion Picture Division.

LEM:ASO

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*Gen Film Co.*

22nd July 1915

Mr. Bruce G. Flimpton,  
Edison Studio.

Dear Mr. Flimpton:

John Gill was in Cleveland the other day and talked with F. L. Smith, branch manager of the General Film Co., regarding our releases. Mr. Smith said he was very well satisfied with our subjects, with the exception of comedies, and remarked: "Cut out your grave yard comedies and give us some slapstick stuff!"

He suggests also in respect of cartoon films that we cut them down to 500 feet and put them out as split reels with 500 feet of another subject—preferably a straight slapstick comedy.

This for your information.

Yours very truly,  
THOMAS A. EDISON, INCORPORATED,

Manager Motion Picture Division.

LEM:ASC

G. C. to Messrs. Wilson & G. Edison.

July 29, 1915.

The Selig Polyscope Co.,  
Mr. J. A. Berst,  
20 East Randolph St.,  
Chicago, Ill.

My dear Mr. Berst:

Yours of the 21st inst., having reference to the number of reels now being put out through the General Film Co., and suggesting that they separate its business into two absolutely different and distinct programs of say 32 reels each, was duly received. I fully agree with you that some different method than the one now in effect should be adopted in order that the different manufacturers may get more business, but I am not in a position to say whether we would favor the two separate programs without first knowing more about the plan and how it would be handled. Can you give me any more definite information as to your ideas of how it should be handled, and if not, do you not think the matter of sufficient importance to warrant the calling of a special meeting of the different companies for the purpose of going into the question thoroughly with the General Film Co. management? I had a talk with Mr. Kleins day before yesterday, and while he was in favor of a change of some kind being made, he also is in the dark as to just how your suggested plan would be handled.



The Selig Polyscope Co.- 2.

Assuring you that we are at all times ready and anxious to co-operate with the other manufacturers in any change that would appear to be of benefit, and trusting you will be able to give me a little more information as to your idea of the two programs proposition, I beg to remain,

Yours very truly,

CHW/IWW

Vice-Pres. & Gen. Mgr.

Gen. Film Co.



30th July 1915

Mr. Horace G. Flimpton,  
Edison Studio.

Dear Mr. Flimpton:

The other day I gave you an extract from Mr. Gill's report on conditions as he found them in Cleveland. In a letter answering me I wrote him, the manager of the General Film Co. branch at Cleveland says:

"We have noted with interest yours of the 22nd relative to comedies. Of course we do not expect all comedies to be 'Chaplins' or 'Keystones', but the Edison Co. has in the past produced some very good comedies and there is no reason why you could not at the present time put a little more snap and ginger in them. This is not the writer's personal opinion but what he had heard from the various exhibitors throughout this territory."

The above for your information.

Yours very truly,  
THOMAS A. EDISON, INCORPORATED.

Manager Motion Picture Division.

LHM:ASG

C. C. to Messrs. Wilson & Chas. Edison.

June 21, 1935

# Calendar of Daily Program Releases

Releases for Weeks Ending July 24 and July 31

(For Extended Table of Current Releases See Pages 738, 740, 742.)

## General Film Company

### Current Releases

MONDAY, JULY 16, 1935.

BIOGRAPH—The Chadford Diamonds (Drama). 10  
 EMBRAY—A Bag of Gold (Drama).  
 KALIM—The Crooked Path (Special—Three parts—Drama).  
 LUBIN—The Obscured Man (Drama).  
 SELIG—The Shadow and the Shade (Special—Two parts—Drama).  
 SELIG—Hearst-Bell News Pictorial, No. 61, 1935 (News).  
 VITAGRAPH—The Highwayman (Comedy).

TUESDAY, JULY 23, 1935.

BIOGRAPH—A Daughter of Earth (Special—Two parts—Drama).  
 EMBRAY—John's Conquest (Episode No. 2 of "The Adventures of Conquest") (Special—Two parts—Drama).  
 KALIM—The Spook Release (Comedy). 10  
 LUBIN—A New Way to Win (Comedy).  
 SELIG—A Bare Yard Mix-Up (Comedy).  
 SELIG—The Frenzy of Big 2 March (Western Drama).  
 VITAGRAPH—The Loretta Madonna (Broadway Star Feature—Special—Three parts—Drama).

WEDNESDAY, JULY 23, 1935.

BIOGRAPH—Under Two Flags (Special—Three parts—Drama).  
 EDISON—A Change for the Better (Comedy).  
 EMBRAY—The Fable of "The Home Treatment and the Sure Cure" (Comedy).  
 KALIM—The Strangler's Cord (Episode No. 1 of "The Mysteries of the Grand Hotel") (Special—Two parts—Drama).  
 KNIGGSBUCKLER—SPAR FRATERNITY—The Cup of Chances (Special Feature—Three parts—Drama).  
 LUBIN—When the Light Came in (Special—Two parts—Drama).  
 SELIG—At the Flood Tide (Drama).  
 VITAGRAPH—Following the Scout (Comedy).

THURSDAY, JULY 22, 1935.

BIOGRAPH—His Singular Lesson (Comedy-Drama).  
 EMBRAY—Others Started It, But Sophie Planned (Comedy).  
 LUBIN—Destiny's Skin (Special—Three parts—Drama).  
 MIRA—On the Job (Comedy).  
 SELIG—Motherhood (Special—Three parts—Drama).  
 SELIG—Hearst-Bell News Pictorial, No. 62, 1935 (News).  
 VITAGRAPH—All on Account of Tower (Comedy).

FRIDAY, JULY 25, 1935.

BIOGRAPH—Mary Gossels (Comedy) (Hearst-Bell News No. 7).  
 EDISON—On Dangerous Paths (Special—Four parts—Drama).  
 EMBRAY—Brooklyn Billy and the Peace (Western Drama).  
 KALIM—In Double Harness (Special—Two parts—Comedy).  
 LUBIN—Her Idol (Drama).  
 VITAGRAPH—Mr. Dixie's Dilemma (Comedy). 10

SATURDAY, JULY 24, 1935.

BIOGRAPH—The Criminal Code (Comedy-Drama).  
 EDISON—The Secret of the Cellar (Drama).  
 EMBRAY—The Girl on the Opium Chair (Special—Three parts—Drama).  
 KALIM—The Girl on the Opium Chair (Episode No. 2 of "The Mysteries of the Grand Hotel") (Special—Two parts—Drama).  
 LUBIN—When Wife Slaps (Comedy). 10  
 SELIG—The Heart of Peace (Gospel Film Drama).  
 VITAGRAPH—A Pair of Queens (Special—Two parts—Comedy).

## General Film Company

### Advance Releases

MONDAY, JULY 23, 1935.

BIOGRAPH—A Letter to Daddy (Comedy—Drama).  
 EMBRAY—The Call of Yesterday (Drama).  
 KALIM—Don Caesar de Bazan (Broadway Favorites—Special—Two parts—Drama).  
 LUBIN—The Bar's Adventure (Drama).  
 SELIG—The Unfinished Portrait (Special—Two parts—Drama).  
 SELIG—Hearst-Bell News Pictorial, No. 63, 1935 (News).  
 VITAGRAPH—The Jarr Family Series, No. 34, "Mr. Jarr's Big Vacation" (Comedy).

TUESDAY, JULY 27, 1935.

BIOGRAPH—Rings of the Whirlwind (Special—Two parts—Drama).  
 EMBRAY—Days with De Boys (Special—Three parts—Comedy—Drama).  
 KALIM—The Pullers "Class & Bull" (Comedy).  
 LUBIN—Sister's Sisters (Comedy).  
 SELIG—An African Hunt (Comedy).  
 SELIG—The Child the Dog and the Villain (Drama).  
 VITAGRAPH—The Red Signale (Special—Two parts—Drama).

WEDNESDAY, JULY 25, 1935.

EDISON—Poor Baby (Comedy).  
 EMBRAY—"Gypsy Dan" (See Near Hunting (Living Cartoon).  
 KALIM—Mysteries of the Grand Hotel (Episode No. 2, "The Disappearing Necktie") (Special—Two parts—Drama).  
 LUBIN—Hearst-Bell News Pictorial, No. 64, 1935 (News).  
 SELIG—Jimmy (Drama).  
 VITAGRAPH—The Blazing Clue (Comedy).

THURSDAY, JULY 26, 1935.

BIOGRAPH—The Wanderer's Pledge (Drama).  
 EMBRAY—The Girl on the Opium Chair (Special—Three parts—Drama).  
 LUBIN—The Girl in the Creek (Special—Two parts—Drama).  
 MIRA—Hearts in April (Comedy).  
 SELIG—The Isle of Content (Special—Three parts—Drama).  
 SELIG—Hearst-Bell News Pictorial, No. 65, 1935 (News).  
 VITAGRAPH—Cator, Fortune Hunting (Comedy).

FRIDAY, JULY 26, 1935.

BIOGRAPH—The Battle at Alderbrook Gulch (Special—Two parts—Drama). (See June 22).  
 EDISON—The Girl on the Opium Chair (Special—Three parts—Drama).  
 EMBRAY—Dracula Billy's Surrender (Western—Drama).  
 KALIM—A Business Blunder (An Alice Joyce Re-Release—Drama).  
 LUBIN—The Call of Motherhood (Drama).  
 VITAGRAPH—Dune Duel (Comedy).

SATURDAY, JULY 27, 1935.

BIOGRAPH—Marc Than Friends (Drama).  
 EDISON—The Secret of the Cellar (Drama).  
 EMBRAY—A Man Adrift (Special—Two parts—Drama).  
 KALIM—The Girl on the Opium Chair (Episode No. 3 of "The Mysteries of the Grand Hotel") (Special—Two parts—Drama).  
 LUBIN—The Girl on the Opium Chair (Episode No. 3 of "The Mysteries of the Grand Hotel") (Special—Two parts—Drama).  
 SELIG—The Quest (Drama).  
 VITAGRAPH—The Mystery of Mary (Broadway Star Feature—Special—Three parts—Drama).

BRANCHES IN  
LONDON PARIS BERLIN  
VIENNA BUDAPEST  
RIO DE JANEIRO

*Gen Film Co.*  
**The Selig Polyscope Company, Inc.**

Producers &  Manufacturers

**High Class Motion Pictures**

EXECUTIVE OFFICES  
58 EAST WASHINGTON STREET  
CHICAGO, ILL.

STUDIOS IN  
CHICAGO LOS ANGELES CAL.  
PHILADELPHIA  
PITTSBURGH PA.  
CABLE ADDRESS "POLYSCOPE"

Aug. 4th, 1915



H08  
Mr. C. H. Wilson,  
Vice President & General Manager  
Thomas A. Edison, Inc.  
Orange, N. J.

My dear Mr. Wilson:

I have your letter of July 29th, which came while I was in New York.

I have no definite plans of separating the program of the General Film Company. My desire was to bring the matter for a discussion as I believe the time is just right for enterprising something new. It is a fact that the Mutual Corporation is disorganized, therefore they can not very well bother the General Film Company at the time when it would make a change of program and I believe that the General Film Company could get a good deal of the business of the Mutual if it would go after that trade a little strongly.

In my opinion, the best way for the division of program would be to have one program of thirty-six reels and one program of thirty reels, making one program of five reels a day and one program of six reels a day. This, as you know, would not necessitate putting more releases on the market, as the licensed manufacturers are at present producing sixty-five or sixty-six reels a week.

I do believe that the best way to accomplish results would be that the General Film Co. have two different sets of offices. This would require opening very few extra offices.

The General Film Co. has actually in the United States, twenty-eight buying offices and thirteen non-buying offices. My idea would be to leave those present 28 buying offices continue to buy the 36 reel program, and to transform the 13 non-buying offices into buying offices who would buy the 30 reel program. I would also recommend opening seven new offices for this latter program, viz: 30-reels.

C.H. Wilson,  
Eaton, Inc.



8-4-15

This would then make 28 offices for the 36 reel program and 20 offices for the 30 reel program.

Am sending you herewith a list showing, according to the above, what would be the buying offices and what would be the non-buying offices, and also a map showing location of each one.

To differ between the two programs, I would suggest that, all the reels of one program ~~with~~ the main title and tail pieces be tinted orange and the main title and the tail pieces of the other program tinted red, and they can be designated as the red and orange programs.

As new films are not sufficient in many instances to fill the requirements of exhibitors, it is intended that the new offices be supplied with films ~~to be supplied~~ from the stock of the present offices.

One of the reasons which makes me believe that such a scheme would be beneficial at present, is that there is no exhibitor in the country, in my belief, using at present as many as 30 reels a week. The majority of exhibitors today use at least one or two big features a week and complete with regular program.

At any rate I do believe the matter worth discussion.

Believe me,

Yours very truly,

SELIG POLYSCOPE COMPANY, Inc.

JAB:HEM

*J. A. Bent*  
Vice President.



*General Film Co.*  
**Thomas A. Edison**  
INCORPORATED  
Orange, N.J., U.S.A.

Edison Diamond Disc and Amberola Phonographs and Records.  
Edison Kinetoscopes and Motion Picture Films.  
Edison Primary Batteries. Edison Kinetophones.  
Edison Dictating Machines. Edison A.C. Rectifiers.

HORACE G. FLIMPTON,  
Studio Manager

Address your Reply to  
Edison Studio Division, 2826 Decatur Avenue  
Bedford Park, New York.

AUG. 24, 1915.

332  
Mr. C. H. Wilson, Vice-Pres. & Gen. Mgr.,  
Thomas A. Edison, Inc.,  
Orange, N. J.

Dear Mr. Wilson:-

I notice that telegrams from General Film Branches are almost invariably sent "collect" even in cases where they do not contain orders. It is rather difficult to suggest to the management at New York that all of these telegrams be prepaid but then it might be advisable to do so considering that there is not any too much profit at the present time in our dealings with the G. F. Co.

A case of point is the telegram from the Omaha Branch directing us to ship all of the reels which it purchases to the new Branch of the General Film Company recently established at Des Moines, Iowa.

Yours very truly,  
THOMAS A. EDISON, INCORPORATED.

*Samuel Wesley*  
Manager Motion Picture Division.

LWM/RE

THOMAS A. EDISON, PRESIDENT  
C. H. WILSON, VICE-PRESIDENT AND  
GENERAL MANAGER  
WILLIAM MAXWELL, SECOND VICE-PRESIDENT  
E. J. BERSGREN, SECRETARY AND TREASURER  
LONDON, BERLIN, PARIS,  
STOCKHOLM, RUSSIA, ALEX.  
CABLE ADDRESS "EDISON"  
"ZYMOTIC, NEW YORK"



332

Gen Film Co.

Mr. L. W. McChesney:  
(Bronx)

September 21, 1915.

At a meeting of the directors of the General Film Company held September 13th a resolution was passed that-

Beginning November 1st all branch exchanges were to return to each manufacturer during the seventh month after release every reel of film shipped to them by such manufacturer.

That each manufacturer is to keep a record of returns and report to General Film Company any shortage which may exist in the returns; that is, if we ship one, two or three prints to a certain exchange, the seventh month after release dates of such prints, the one, two or three prints are to be returned to us by the exchange to whom shipped, and in case full returns are not made, the General Film Company are to be advised. In order to receive this advice in a uniform manner, the General Film Company are to get up a form which each manufacturer is to use in making these reports to them.

It was also decided that during the month of November all film over seven months old which they had in their possession was to be returned to the manufacturer who issued it, thereby placing the exchange in the possession of no film over seven months old.

As you are aware, the exchanges for several months past have not been returning the full quantity shipped them, and they must have an accumulation of old film on hand, which, under above resolution adopted, they are to return to us.

If there is anything about this memorandum you do not understand, please see me.

CHW/IWW

C. H. W.

Copy to Mr. Spaeth.

*Gen Film Co*  
Messrs. Charles Edison and Herbert:

*original  
in file  
Oct. 4, 1915.*

Referring to memorandum from L. W. McCheaney (copy herewith), wherein he gives a further report from Beadell regarding General Film Co. business in Chicago, you are probably aware by this time of the decision in the Government suit, whereby the General Film Co. is ordered to dissolve. I presume a meeting of the directors of the G. F. Co. will be called for the early part of next week, in order to go over the written opinion as rendered by Judge Dickinson, at which time it will be decided whether to carry the case to an appeal before the Supreme Court. If it is decided to do so, it will perhaps be advisable for us to continue to trade along with the G. F. Co. for the good effect it may have in connection with the Government suit. On the other hand, however, if the decision is so strong that it is decided to dissolve the G. F. Co., then it may be wise for us to decide to discontinue the making of such pictures as we are now releasing through them and confine our future efforts to features. We could perhaps obtain an outlet for our regular releases through some other source, but if we could, the question would arise, will there be a sufficient sale of them to net us a profit? It of course goes without saying that the G. F. Co. have some large assets in the way of operating branches, stocks of films on hand, etc., and perhaps some arrangement will be made whereby certain ones of the manufacturers take over certain ones of these exchanges and continue to operate them; but in the event of such a proposition being made, I personally do not think we want to get mixed up with the handling of any exchange whatever. Kleine may some day decide to put out some regular releases with his features, in which case we could again start making them, to be released through him; but at present he is not desirous of doing



(2)

this. Please give some little thought to these matters so that we can discuss them with L. W. McChesney at the Bronx next Tuesday, at which time I will have some additional information from Mr. Kennedy as to what action the G.P. Co. intend pursuing.

CHW/IWW  
Enc-

C. H. W.

C-L.W.McChesney.

**Motion Picture Patents Company Records  
General Film Company (1916)**

This folder contains correspondence and other documents authored by or sent to Thomas A. Edison, Charles Edison, Leonard W. McChesney, Carl H. Wilson, and other officials of Thomas A. Edison, Inc. Most of the documents relate to the stockholders and board of directors of the General Film Co. Included are items pertaining to the resignation of George Kleine as president of the company and the election of Benjamin B. Hampton as his successor. Some of the letters discuss law suits against Thomas A. Edison, Inc., resulting from its connection with the General Film Co.

Approximately 30 percent of the documents have been selected.

444  
April 26, 1916.

Messrs. Edison, Charles Edison, Mambert and L. W. McChesney:

Attached circular letter from General Film Co. to all of its branch offices is one of several sent out since Kleine was made President for the purpose of obtaining more business, if such a thing is possible, and while these letters have not as yet produced any material results, I believe they are causing the branch managers to exert greater efforts to obtain additional business. If this can be done, it will perhaps be the means of enabling the Company to break even, instead of suffering weekly losses, as they have for several months past. During the past two months a number of branch offices have been discontinued and the expenses of those retained have been reduced quite materially. Therefore, if additional business can be obtained a profit to the company will perhaps be the result.

CHW/IWW

C. H. W.

Enc-

*Personal*  
*56*  
*King's*  
*Attorney*  
*man*  
*committee*  
*May 12, 1916.*  
 Messrs. Edison, Charles Edison and Mambert: *Gen Film Co*

I attach hereto for your information copy of minutes of last Directors' meeting of General Film Company, held on May 8th, also of Executive Committee held on May 5th, which please return when noted.

The Company still continues to lose money, and at the meeting held on May 8th President Kleins reported that amount due manufacturers in payment for regular film bills was gradually increasing and now amounts to \$484,861.67, which is more than ever before. A certain amount of money is paid on film bills each week, but such amount is not as great as that involved in the new purchases made weekly.

I still do not see how the Company can possibly pull through, and believe it is only a matter of time when it will in some way have to be liquidated.

For the three and one-reel subjects which we recently started releasing again we have only thus far received orders for 14 prints of the three-reel and 10 prints of the one-reel, and that certainly does not pay us the cost of manufacture. These were subjects which you will recall we had on hand (six three-reel and five one-reel), and when exhausted we will of course not make any more. Our only reason for putting them in at this time was to get what money we could out of them.

CHW/IWW  
 Enc-

C. H. W.

*Why don't they raise the rental prices - This will lose some customers, there will be less to handle then cut down the absurd number of distributing offices*  
*for 5000. That's a big profit*  
*than even at all one*

Personal

*Gen. Film Co.*

June 15, 1916.

Mr. Edison:

Referring to the suit of Waters and Clark (preferred stockholders) against General Film Co. and all past and present directors and officials thereof, I had a talk by appointment yesterday with Smith, of Vitagraph Co., Lowry, of Lubin Co., Selig and Spoor, during which I told them it was our opinion it would be better to throw the G. F. Co. into voluntary bankruptcy rather than run the risk of having it placed in the hands of a Receiver by the Court, and after considerable argument believe I convinced them that there was considerable merit to our views. They, however, wanted to think the matter over and also confer with their respective counsel, and it was therefore arranged that a further meeting, to include all common stockholders, would be held on Monday, June 26th, at which time, if desired, each common stockholder could have his counsel with him to decide definitely whether it was considered advisable by the majority of the common stockholders to immediately throw the company into voluntary bankruptcy or run the risk of having a Receiver appointed by the Court, in case Waters and Clark are successful in their suit.

CHW/TWW

C. H. W.

CC to Messrs. Charles Edison, Lambert, Holden and Scull.

835  
Gen Film Co.

June 15, 1916.

Mr. L. W. McChesney:

This will confirm verbal instructions given to you yesterday to the effect that we will discontinue releasing not only new pictures but also reissues through the U. F. Co. This action is taken for the reasons, first, we have no more one, two or three reel negatives made up, and the sales obtained from the last one, two and three reel subjects released through them during the months of April or May were not anywhere near sufficient to pay the cost of the negatives; second, while on the surface it might appear profitable for us to release some more reissues, there being no negative expense incurred for reissues and there being a profit in the positives, the fact that there is not only a possibility but a very great probability that the U. F. Co. will never be able to pay for such prints as they may order makes the proposition too dangerous a one for us to tackle.

CHW/EDW

C. H. Wilson.

CC to Messrs. Edison, Charles Edison and Mumbert.

H. E. AITKEN  
ADOLPH ZUKOR  
P. A. POWERS  
J. E. DRULATOUR

EXECUTIVE OFFICES  
NEW YORK THEATRE BUILDING  
1520 BROADWAY  
NEW YORK  
TELEPHONE, BRYANT 6241  
LIGON JOHNSON  
GENERAL COUNSEL

RECEIVED  
JUN 19 1916  
U.S. DEPT. OF AGRICULTURE  
BUREAU OF PLANT INDUSTRY  
WASHINGTON, D.C.

JOSEPH HART  
DANIEL FROHMAN  
WALTER VINCENT  
ALBERT WEIS  
EMMETT NEWTON  
CHAS. DURHAM

Mr. C. H. Wilson,  
Thos. A. Edison Co.,  
Orange, N. J.

Dear Mr. Wilson:

As you are probably aware, at a recent meeting of certain of the motion picture manufacturers and exhibitors the complete admission of failure of the Motion Picture Board of Trade was made and its proposed dissolution announced.

At this meeting plans were laid for the formation of a further organization of picture interests. A radical change in policy from that pursued by the former Board of Trade is necessary if the proposed new kind of organization is to result, as did its predecessor, in unnecessary expenses. The organization is to be organized on the motion picture industry. To prevent this situation, if any actual organization is launched, it may be wise for each of our members to closely consider the proposed new organization, its plans and disposition and to make every effort to prevent the adoption of individual or clique and also to guard against the adoption of policies and methods which will only result in added difficulties to the trade. The proposed organization makes endless trouble and difficulties for all concerned.

It is unnecessary to call your attention to the facts that any organization formed for the purpose of furthering any single individual's ambitions or interests, or even those of any one group, is foredoomed to failure, - likewise short sighted policy, the failure to recognize conditions as they are and remedies that are possible - not only brings failure for any organization but trouble even for all outsiders interested in motion picture affairs.

My personal belief is that the motion picture industry will be several years in recovering from the ill-advised efforts and unnecessary enemies made by the Motion Picture Board of Trade, and, to prevent another newer and possibly still more disastrous lot of burdens, I am taking the liberty of suggesting to our members that they give serious consideration to the situation and aid, in so far as they can in preventing a recurrence of the unnecessary and burdensome difficulties

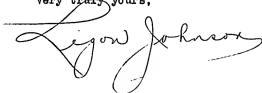
-2-

of the past year.

A truly comprehensive board, co-operative and soundly directed  
allegement of all the motion picture interests, would be of material  
benefit to the industry. Anything short of this will be a detriment  
and a positive injury.

Other than under a few (very few) units of local exhibitors, as  
for instance, those of New York City presided over by Mr. Cohn, I  
believe the exhibitors may as well be eliminated from consideration  
in any association as they will cost any organization seeking their  
co-operation ten dollars for every dollar in either money or co-oper-  
ative effort they may return.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ligon Johnson". The signature is written in dark ink and is positioned to the right of the typed name "LJ/RG".

LJ/RG



2543

June 19, 1916.

Mr. Ligon Johnson,  
United Managers' Protective Association,  
1520 Broadway, New York City.

Dear Sir:

Yours of the 17th at hand, and I have carefully noted your remarks relative to our giving serious consideration to the question of joining any further organizations designed to be of benefit to the picture interests.

I fully appreciate the motive back of the interest you have shown in connection with this matter, and for your information would state that as we did not consider it advisable to join the Motion Picture Board of Trade we will certainly not consider it advisable to join any new organization without first being fully convinced of its merits.

Yours very truly,

CHW/IW

Vice-Pres. & Gen. Mgr.

TELEPHONE BRYANT 18847  
16646

Gen Film Co.  
CABLE ADDRESS, "COSMOFOTO"

**Cosmofotofilm Co**

"WHERE THE REAL FEATURES COME FROM"  
Sole American Distributors for

**The London Film Co., Ltd.**

WORLD'S TOWER BUILDING

110-112 WEST 40TH STREET

NEW YORK

June 26th, 1916



2743

Lees, Thomas A. Edison Inc.,  
2826 Decatur Ave.,  
Bedford Park, N.Y.

Dear Sirs:-

I have a communication from Mr. J. Brooks B. Parker, Sec. International High Commission which recently attended a conference in Buenos Aires of the Pan-American Republics travelling on the U.S.S. Tennessee. As you will recall your Company kindly loaned some films for use by the Commission on the trip.

Mr. Parker advises that the Commission presented a new projection machine to the Cruiser Tennessee and in his letter he asks if I can suggest how and where it might be possible for the men of the Navy to procure better films than those they have been able to secure in the past.

A letter from Mr. McIntosh, Paymaster of the Tennessee, who has charge of selecting and procuring moving pictures for the crew contains the following:-

"The only company of which I have knowledge doing business with the Navy at large is the General Film Company, with offices in New York and Philadelphia. Their regular rental is a dollar per reel per month, although they for a time made a special rate to ships in Haiti of one dollar for two months, owing to lack of transportation facilities. On the cruise around South America, the Kalem Company furnished the ship with films at two dollars for the first month and one for each month thereafter. I understand that the Kalem people are about to establish a navy business.

Of the quality of the films furnished us by Kalem, you may judge yourself. The General Film Company's films are all old and usually badly torn; and they include ancient new pictorials, fashion shows, failures, and otherwise undesirable films as well as worn-out features and single-reel films which were once very good.

*Mr. Parker:*  
*Do you*  
*suppose having anything*  
*in the first no?*  
*I don't see it*  
*same way*

Thomas A. Edison, Inc.

-2-

June 26, 1916

So far, no company has cared to undertake a navy business in films of fair quality and average soundness at a price which the men can afford. The Kalem films cost the ship's store \$15 per show, which represents sales in the canteen of about a hundred and fifty dollars -- a rate which cannot be kept up on any ship in the navy. These films were a thousand percent more satisfactory than the usual run of the General Film Company's shipments, which for the same time would have amounted to ten dollars a night - one hundred dollars sales a day."

Possibly with the above information your Company might care to consider the subject of developing on mutually satisfactory terms a business with the Navy and we pass the information along for any action you consider desirable.

Very truly yours,  
COSMOPHOTOFILM CO.

*Paul Hornum*  
*P.H.*

PHC FW

56

file

July 18, 1916.

Messrs. Edison, Charles Edison and Mambert:

In order to keep you posted concerning suits brought against us because of our connection with the General Film Company, I am attaching hereto a letter from Mr. Soull dated July 17th, letter from Mr. Soull dated July 18th, copy of my letter to Mr. Soull dated July 12th, and memorandum from Mr. Holden to me dated July 11th, from which you will note that up to the present time two suits have been brought by preferred stockholders, and nine triple damage suits by exchanges.

Thus far our Company has not been served with papers in all of these suits, but it is of course only a matter of time when we will be served, as already the General Film Company and some of the manufacturers and directors have been served in all of the suits.

In the case of the preferred stockholder suits, we decided some time ago, when papers were served on us, that Soull should draw up the answer and that we would not engage any outside counsel until later on.

In the triple damage suits brought against us by the Imperial Film Co. and Theatre Film Service Co. of San Francisco, which suits were started several years ago, Mr. Kingsley was retained to look after our interests, and you will note in paragraph marked "C" in Mr. Soull's letter of July 14th he suggests that Mr. Kingsley not be engaged by us to represent our interests in these additional suits. Mr. Holden concurs with Mr. Soull's suggestion concerning this, and I would now like to know if you approve of same.

Please return all papers after you have read them, and if there is any further information you want concerning any of the matters referred to therein I will be glad to furnish it.

Very truly,  
Rac-

C. H. W.

P. S. You will recall that when the Fox case was on we were afraid that in case it went to trial and they obtained judgment they might proceed against the Edison Company for the full amount of the judgment, and for that reason we were desirous of getting all parties interested to agree to stand their pro rata share of any damages that might be obtained not only in the Fox suit but any subsequent suits that might be brought. This we were successful in doing, and I attach hereto a copy of said document, which please return with the other papers after you have read same.

56

~~Handwritten scribbles~~

*Triple damage  
suits re. Bronx  
et al*

*Bronx*

July 26, 1916.

Mr. Edison:

A week or ten days ago I advised you that several more suits had been started against the General Film Company and the manufacturers connected with same, but that while papers had at that time been served on the G. F. Company, they had not yet been served on us. I would therefore now advise that on July 21st papers were served on us through L. F. McChesney of our Bronx Studio, in triple damage suits filed by Samuel Schiller, Chicago Film Exchange, Miles Bros., Inc., Geo Melies Company, Standard Film Exchange, Eugene Cline, and Colorado Film Exchange. These seven suits together with those of the Imperial Film Company and the Theatre Film Service Company, previously served, make a total of nine triple damage suits now pending.

As I have previously advised you, our own Legal Department, including Mr. Soull, will file the answer to these various suits, after which we will decide with your approval as to what outside counsel shall be engaged to handle them.

Mr. Holden thinks that because of our being a New Jersey Corporation and these suits having been brought in the U. S. District Court, Southern District of New York, there is quite a possibility that the service is not binding on us, and both he and Mr. Soull are now looking into this matter. They are also looking into the question which you brought up as regards the liability of Thomas A. Edison, Inc. as successors to the Edison Manufacturing Company.

I will try and keep you advised as to any further developments in any of these cases.

C. H. W.

CHW-AH

O. C. to Mr. Edison.

✓

# GENERAL FILM COMPANY

(INCORPORATED)

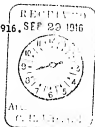
TELEPHONE  
MADISON SQUARE 9037

PASSAVANT BUILDING  
440 FOURTH AVENUE

CABLE ADDRESS  
GENFILM, NEW YORK

NEW YORK

28th September 1916, SEP 29 1916



Thomas A. Edison, Inc.,  
Orange, N.J.

Gentlemen:-

Three of the Manufacturers supplying  
films to this Company ask that we notify our Branches  
to mutilate all old films before returning so that same  
may carry the third class rate instead of first class.

For the sake of uniformity kindly let us  
know if you wish such instructions to be issued to  
cover the return of any old films of yours.

Very truly yours,

GENERAL FILM COMPANY (INC.)

*Loeblin*

President

*L. M. C.*  
*GK/W*  
*How much is for*  
*any advantage of branch return*  
*Do we get more than*  
*comp value out of any*  
*returning*  
*copy*  
*Ally*  
*W. L. C.*  
*of distinct advantage if*  
*our returns films are*  
*mutilated. It get more*  
*than the difference of*  
*price taken by*  
*having the whole*  
*lot*

11  
56  
Gen. Film Co. Memo. No. 2

GENERAL MANAGER'S OFFICE

DIVISION: General Administrative Div.      October 25, 1916.  
SUBJECT: General Film Co.

Mr. Edison:

At a regular meeting of the General Film Company held October 16th and adjourned, after an eight-hour session, until October 17th, the following resignations were tendered, for the reasons mentioned in connection with each one, and such action taken concerning them as is also mentioned:

Mr. George Kloine tendered his resignation, to take effect just as soon as his successor could be elected, which he hoped would be immediately. His reason for resigning was that he had so many other interests he could not give proper time or attention to the General Film Company's business. His resignation was not accepted, however, as those whose names were suggested to fill the office would either not accept or were not acceptable to a majority of the directors. I told the Board that so far as the Edison Company was concerned we would vote for anyone who was acceptable to a majority of the other directors. Mr. Smith's name (of the Vitagraph Co.) was offered, but he absolutely refused to permit it to go to a vote. Waters, of the Biograph Co., was also proposed, but he absolutely refused to permit his name to go to a vote. Marion of the Kalem Co. was also mentioned, but as he was not present at the meeting it could not be determined whether or not he would accept, but Mr. Wright, who represented the Zalem Co. in Mr. Marion's place, stated he was positive Mr. Marion would not accept. The names of several outsiders, who were unknown quantities to me, were also offered and by some one member of other of the Board objected to. This left the question of the presidency still open.

Mr. Singhi, who was the old Lubin Co. director, tendered his resignation, which was accepted, and the Vitagraph Co., who now own the Lubin stock, presented the name of B. L. Hampton as director in place of Singhi. As the by-laws stipulate that each holder of common stock shall have the right to name his own director and that such person shall be elected by the Board, provided the name is presented within thirty days after the resignation of the old director, Mr. Hampton was, of course, elected.

Mr. Smith, of the Vitagraph Co., offered his resignation, giving as a reason the fear of the Clayton Act, which he claimed prohibited interlocking directorates. His resignation was accepted. The Vitagraph Co. then presented as their director to succeed Mr. Smith a man whose name I think was Bader, who is connected with the Vitagraph Co., and as the presenting of his name by the Vitagraph Co. was in accordance with the by-laws, he was elected to succeed Mr. Smith.

(2)

Memo. No. 2

GENERAL MANAGER'S OFFICE

DIVISION:

SUBJECT:

Mr. Waters, director for the Biograph Co., tendered his resignation, without giving any reason therefor. This resignation was accepted, and the Biograph Co. did not, and - as I have since learned from Mr. Kline - have not up to this time offered any other name to represent them as their director. This leaves the Biograph Co. without a director on the Board, and unless they present someone to be elected as their director within thirty days from the date of Waters' resignation the Board will have to elect a director to take his place. The by-laws stipulate that the Board must consist of ten directors. When the Pathe Co. withdrew from the G. F. Co. it left only nine directors, consequently, Mr. Berst was elected by the Board to make the tenth director. When he resigned, however, a year or more ago, it was decided not to elect another director in his place, consequently the Board has been running along with only nine directors. In order to make this legal, the question of electing the tenth director has been brought up at every meeting and simply laid on the table until the next meeting.

The by-laws also stipulate that there must be seven directors present at a meeting to constitute a quorum. Therefore, as the Board had been running along with only nine directors, and in view of the Biograph not having offered any name to succeed Mr. Waters there would be only eight directors holding office, and as it was considered improbable that seven out of these eight would attend the regular or any special meeting when called, it was decided that the Board had best elect someone as the ninth director, in which event, if the Biograph Co. within the thirty days allowed presents some person to be elected as their director, he could also be elected, thereby making the full quota of ten; or, if the Biograph Co. did not present a name, the Board could elect a tenth director, if it considered it advisable, or let it run along with the nine as it has been doing, by tabling the question of electing a tenth director at each regular meeting held. Mr. Kline suggested the name of Mr. Chick, who is the chief accountant of the General Film Co., as the ninth director, and he was elected.

Mr. Kline then insisted that a President be elected in his place, and Mr. Smith of the Vitagraph Co. proposed the name of B. L. Hampton, who had been elected as the director representing the Lubin stock now owned by the Vitagraph Co. As there seemed to be considerable objection to the election of Mr. Hampton on the part of some of the directors, particularly those holding preferred stock, several adjournments of fifteen to thirty minutes were taken to discuss his election, with the result that no unanimity of opinion could be obtained and he was therefore not elected. No other name was offered, and Mr. Kline then said he would issue a call for another meeting to be held not later than October 31st or



## GENERAL MANAGER'S OFFICE

DIVISION:

SUBJECT:

November 1st, at which time he would insist on his resignation being accepted and his successor elected. This leaves the matter, so far as the President is concerned, still open and I certainly am unable to tell how it will turn out or who will be elected. So far as the Edison interests are concerned, I do not see that it makes any difference to us who the President is or how the business is conducted. We are not releasing any pictures through the G. F. Co. They owe us a balance of about \$5,000 only, and I am satisfied, as I have been for the past year or more, that there is absolutely no hope of pulling the company through, regardless of who is at the head of it or on the Board of Directors. Other manufacturers, however, are in a different position, as because of their continuing to release through the G. F. Co. the amounts owing them on film bills are very large, and I presume they are therefore anxious to get someone in who they think will pull the company through; but the great trouble, as I see it, is that each of these manufacturers wants to elect his own man, for fear that if some other manufacturer's man is elected he will not get an equal show and the business will not be conducted along the lines which he thinks is most advisable. To give you an idea of the position of these other manufacturers, the G. F. Co. owes them as follows; approximately:

|           |           |
|-----------|-----------|
| Kalem Co. | \$115,000 |
| Vitagraph | 106,000   |
| Lubin     | 91,000    |
| Selig     | 150,000   |
| Essanay   | 150,000   |
| Melies    | 127,000   |
| Biograph  | 45,000    |
| Kleine    | 7,000.    |

The weekly business of the G. F. Co. has picked up a little since October 1st. Mr. Kleine told us at the last meeting that it had reached a point where the last week's loss was only \$600 instead of the several thousand dollars it had been losing weekly for a great many months past, and that he had every hope that it would shortly get to a point where it would not only pull out even but show a little profit. As I have told you many times in the past, however, I do not believe it will ever be able to pull itself out of the hole and that the sooner its affairs are wound up the better off everyone concerned will be. You will remember that several months ago I proposed to the Board that the company go into voluntary bankruptcy. In fact I took Mr. Holden with me one day to argue with the directors and their counsel along these lines. We were, however, voted down unanimously and the business is therefore still running along in the same old way, with the result, in my opinion, that sooner or later it will be forced into bankruptcy, and in the meantime its assets are naturally being wiped out.

## GENERAL MANAGER'S OFFICE

DIVISION:

SUBJECT:

In view of the change which is taking place in the personnel of the Board, and particularly the president, who will undoubtedly be someone whom we do not know and who will have no interest whatever in working with us in connection with any moves I might suggest as being in our opinion for the best interests of the company, also the fact that their indebtedness to us is very small and we are now and probably will not release any further pictures through them, the question has arisen in my mind if it would not be advisable for Thomas A. Edison, Inc., to withdraw from the Board of Directors; that is, for me to hand in my resignation and then have no one elected in my place. I do not know that this would be of any advantage to us, except that the matter of attending meetings consumes considerable time which, perhaps, does not result in any great benefit to us. Furthermore, so long as we are represented on the Board we will continue to be looked upon as being instrumental in the downfall of the company when the final crash comes, whereas if we were not represented the stigma would perhaps not be quite so great. On the other hand, by being represented on the Board we, of course, are kept in closer touch than we would be otherwise with matters of most importance and interest to not only the C. F. Co. but ourselves, that is, the triple damage suits, of which I think there are now nine, and the preferred stockholders' suits, of which there are now two, and of course more are liable to spring up at any time. I am perfectly willing to continue on the Board if you so desire, but I dislike very much to be connected with a Board that is held responsible for the conduct of the business, which business in my opinion is beyond redemption and concerning which when I make any suggestions that in my opinion would better conditions or be for the best interests of the company, I am usually overruled by a very large majority. I would appreciate your opinion concerning this latter phase of the situation.

I will, of course, attend the meeting to be held next Tuesday or Wednesday, and things may then clear up to some extent, but unless they do I can see very little hope or light so far as improvement in the business or unanimity of opinion among the Board of Directors is concerned.

CHW/INW

C. H. W.

CC to Messrs. Charles Edison and S. B. Mambort.

*Motion Pictures*  
Memo. No. 18.  
Nov. 14, 1916.

*Mr. B. B. Mumford*  
GENERAL MANAGER'S OFFICE

DIVISION: Thomas A. Edison, Inc.

SUBJECT: General Film Co. Affairs.

*Gene Film*

Mr. Edison:

At the regular monthly meeting of the General Film Co. held yesterday, November 13th, Mr. George Kleins's resignation as President was accepted, and Mr. Benjamin B. Hampton was elected in his place.

A man by the name of Callahan, whom Mr. Spoor brought on from Chicago, was the only other candidate, and after fully discussing the apparent qualifications of the two men it was unanimously decided that Hampton was the better.

Mr. Hampton is the man who was recently appointed director to represent the common stock of the Lubin Co. which was taken over by the Vitagraph Co. He is the man who also promoted and put through the Greater Vitagraph, which you will perhaps recall was intended to take in the old Vitagraph Co., the Lubin Co., Solig and Easanay. The interest back of him at that time was supposed to be the American Tobacco Co., and it still is, so far as anyone on the outside knows. When it came to the final taking over of the above companies, however, the price and terms of payment offered were not satisfactory to Solig and Easanay; consequently they withdrew and formed an alliance with the Kleins-Edison Service, which left only the Lubin Co. to be taken in, and this was done by the Greater Vitagraph Co. taking over their common stock and all their negatives as well as positives in service. The new company, however, did not take over the Lubin studios or any of their other assets or liabilities. The studios and other assets I understand were taken over by the Drexel and some other financial people in Philadelphia, who had loaned the Lubin Co. considerable money, one of these assets being \$21,000 owed to the Lubin Co. by the General Film Co. for film, and concerning which a letter was received by the General Film Co. from the Drexel interests asking if part cash and part note settlement could not be made, as Lubin was practically bankrupt and must raise some money immediately. They even offered to reduce the amount due considerably if cash payment could be made. This, however, was decided by the directors of the G. F. Co. could not be done, as the G. F. Co. owed large amounts to all manufacturers, except to the Edison Co., and that if any payments were made on the Lubin Company's claim, pro rata payments should also be made on the other manufacturers' claims, and because of there being no money in the treasury, the payment of any sums on these old accounts was out of the question. It was, furthermore, decided that to settle Lubin's claim would be considered as a preferential payment which might cause trouble in case bankruptcy proceedings against the G. F. Co. were ever taken by the preferred stockholders or others.

Mr. Edison- 2.

to whom they owe money. The letter from the Drexel interests threatened Receivership proceedings if the Lubin Company's claim was not settled. Therefore it was decided to refer same to Judge Moon, the General Counsel of the General Film Co., with instructions to see Lubin and the Drexel interests in regard to letting the claim run for a time longer to see if under the new President of the General Film Co. conditions would not so improve that their claim would be eventually paid.

#### Canadian Business

The business being done in Canada was shown to be operated at a loss, and because of the high tariff and other conditions now existing throughout that territory there was no hope of building it up where it would break even. It was therefore decided that the G. F. Co. would discontinue buying films for Canada, unless it be in cases where the films had exceptional value, such as the Charlie Chaplin series.

#### Business in the United States

This business, as will be noted from the reports which we receive weekly and which are sent to Mr. Mambert, continues to show weekly losses, and it was therefore decided that it would be impossible to continue unless some means were adopted changing the business policy and method of running the company. Mr. Hampton at this point took the chair and stated that in his mind there was no reason why the G. F. Co., with over 5,000 customers could not be made very profitable and earn as much money as it did in its palest days, and that he proposed giving all of his time to the company and would exert every effort toward putting it on a profitable basis. He said it was of course a little too early for him to say what he had in mind but that his ideas were somewhat along the following lines:

##### 1. Change the leasing terms from manufacturers.

less 10%  
(a) Instead of paying 11¢ per foot for positive film the General Film Co. to pay only 8¢ per foot net; the manufacturer thereafter to participate in profits somewhat as follows: After the company has received gross an amount equal to 75% over the cost of the film - or 14¢ per foot - the gross receipts to be divided on a 50-50, 60-40, 70-30, or whatever basis would work out to the point where both the G. F. Co. and the manufacturer would be making money.

(b) Elimination of present releases that are unpopular and therefore unprofitable, reducing the output by the number of reels to be determined, the quantity to be released weekly possibly varying some from week to week. Film orders to be placed according to some method to be determined. This would mean the discontinuance of purchases from any of the different manufacturers who now constitute the

Mr. Edison - 3.

General Film Co. whenever such manufacturers offered releases to the company simply because they had then made up, and without any regard to their quality or whether in the opinion of the management of the company they were suitable and would prove profitable.

(c) A radical change to be made in the method of booking and charging to the customer. As the unsatisfactory nature of the business at the present time is due to persistence on the part of the company in booking service - a method which was efficient and satisfactory when exhibitors booked their entire service from the G. F. Co. exchanges; but which is no longer profitable, when the average exhibitor is taking from our exchanges, say 12 reels weekly and our average output is 20 reels. This condition permits the exhibitor to pick his films at cheap service prices, whereas a fewer number of better class pictures would force the exhibitor to take them at higher prices.

To make any of these changes suggested or in the mind of Mr. Hampton it will be necessary to change the by-laws of the company, inasmuch as they state just how the business must be handled. It was therefore voted that the President appoint a committee to draw up proper amendments to the by-laws (Mr. Marion and Mr. Hampton were appointed) and that after submitting such suggested changes to the common stockholders the Clerk of the company be authorized to call a meeting of the common stockholders to amend the by-laws. The committee promised that they would immediately start work on amending the by-laws in such a way as would prove beneficial to the company in the further conduct of its business; therefore within the next 30 days this question should be settled.

The question of Mr. Hampton's salary was brought up, and in view of the fact that he was elected to fill the unexpired term of Mr. Elaine, which is up to the annual meeting to be held in January next. Mr. Hampton stated that he would prefer devoting his time and energy up to the time of the annual meeting without any stipulated recompense, his reason for this being that if he made good by that time the company would be willing to pay him a handsome salary and if he didn't make good they would probably at their annual election want to put in somebody else.

In conclusion I might say that Mr. Hampton appears to me to be a very bright and aggressive business man, and while I have heard him called a crook by some people, I am not sure that it doesn't take a crook to make money out of the picture business. Therefore, if Mr. Hampton can get the business on a profitable basis without getting it into any legal entanglements - and I do not see how he can do this so long as a majority of the Board has to vote with him in order to carry any question - I do not see that it makes much difference to the company or anyone else interested therein whether he is a crook or not.

Mr. Edison- 4.

334

Briefly, his views are as follows, and I believe if carried out they will win:

Place the General Film Co. on a businesslike basis where they will buy and sell film such as they think suitable and profitable for their use, without any regard to who the manufacturer of such film is, and give them the right in every instance to refuse to purchase or take on a picture if they do not think it suitable for the business; also not to confine the buying and selling of film to that manufactured by the present manufacturers interested in the General Film Co., but to permit the General Film Co. or management thereof to purchase film from outside or independent manufacturers where they think such film will be a winner.

Reduce branch exchanges to the lowest number possible consistent with their being able to take proper care of the exhibitors in the territory in which they are located, thereby reducing the expenses of the several branch offices which are now conducted but which can probably be dispensed with without any loss of business.

Increase the rental charge to exhibitors, which, if only \$2 per week per exhibitor, would amount to over \$10,000 per week additional income. This could be done if the proper kind and quality of pictures were handled and the exhibitor was not practically forced to take anything that the General Film Co. wanted to throw at him.

CHW/ENW

C. H. W.

CC to Messrs. Charles Edison and S. B. Mambert.

[FROM CARL H. WILSON]

*Mr. Edison:*  
After consultation with Messrs. Holden and Squill on your  
pencilled comments on my memorandum No. 2 of October 25, 1916 <sup>which is returned hereto,</sup> on the  
general ~~Film Co.~~, I report as follows:

PENDING SUITS.

~~Holden~~ <sup>stockholders and damage</sup>  
So far as the various suits are concerned, our retaining  
an interest in the General Film Co. or being represented on the Board  
will have no effect, ~~on these suits.~~ <sup>each of these</sup> In the triple damage suits, and in  
the stockholders suits the Edison Co. is a party itself. <sup>Therefore,</sup>  
~~whether represented on the Board or not, our liability~~  
<sup>remains the same.</sup> LIABILITY TO GENERAL FILM CO.

Such liability as we have at the present time is embodied in  
the contract of April 1910 under which we agree to supply the General  
Film Co. with films and under which they agree to pay us a share of the  
profits. This agreement has never been formally abrogated, but <sup>we</sup> you  
know it has been disregarded for several years by practically all the  
manufacturers who are releasing their films through others than the  
G. F. Co. There was no agreement on our part to supply the G. F. Co.  
exclusively, but there was an agreement to supply them such copies  
as they needed on the same terms as given to others. Under this  
agreement, also, the G. F. Co. agreed to take a certain number of  
prints of sample subjects each week.

<sup>all</sup> Both of these requirements have been disregarded both by  
the G. F. Co. and <sup>most of</sup> the various manufacturers, and moreover, ~~The~~ G. F. Co  
has made no demands on the manufacturers for copies of films released

*of such films as they did release*  
*has not taken the required number of prints from the G. F. Co. and has not paid the*  
*for prints, the taking a large sum due to the G. F. Co. through other exchanges.*  
The existence of this contract is one of the

features of the preferred stockholders suits, since they claim that under it the manufacturers have taken from the G. F. Co. large sums which should have been left in the treasury as a reserve fund to protect their interests. They also complain because the manufacturers are giving their films to other exchanges and in a measure ignoring the G. F. Co. But this obviously involves an attempt to abrogate the agreement on the one hand and enforce it on the other. It seems that there is little possibility of anyone ever ~~going~~ <sup>getting</sup> into the G. F. Co. and attempting to enforce this agreement by compelling us to deliver copies of subjects released through other exchanges. Such an attempt, however, might be made, but it seems doubtful whether ~~it~~ <sup>it</sup> could be ever ~~successfully~~ <sup>enforced</sup>. In other words, The obligations of the G. F. Co. under this agreement not having been lived up to by the G. F. Co., it would be obviously ~~un~~equitable to permit the G. F. Co. to enforce it for its benefit only, without assuming the liabilities, under it, ~~as they have not done in the past.~~ <sup>which have not been assumed in the past.</sup>

*especially when this is*  
EDISON DIRECTOR.

After a careful consideration, in the light of my talks with Messrs. Holden and Scull, it seems desirable that the Edison Co. should continue to be represented on the Board for sometime yet. It is possible that some outsider will become President shortly and that he will have ideas which agree with those which I have presented to the Board in the past without any action, and that such outsider may need our help to get the G. F. Co. back into a profitable condition. If any such possibility should arise, it would, of course, be



preferable for us to be represented on the Board rather than to be rank outsiders. Then too, although this contingency might be remote, there may be some questions raised as to the enforcement of the 1910 agreement, and in that case, it would be best, of course, for us to know it as soon as it does arise. Furthermore, one of the charges in the preferred stockholders suit is that the Board of Directors, instead of being a Board acting in the interests of the stockholders, is really a board of manufacturers acting in the interests of those manufacturers and against the interests of the stockholders. If now, as soon as each manufacturer ceases to have an interest in the Company as a manufacturer, <sup>he</sup> and withdraws his director, it would seem to give a basis for the assertion of the preferred stockholders. Our interest as a stockholder, of course, remains exactly the same whether we are releasing through the G. F. Co. or not.

Of course, I think it regrettable that my time is taken up with a concern which, on its present basis, I feel can never be profitable, and, ~~moreover~~, if it goes into bankruptcy, I naturally do not feel like being connected with it. <sup>But</sup> ~~As to this latter~~, <sup>however</sup> I concluded that there would be no greater ~~odds~~ <sup>disadvantage</sup> attached to the Edison Co. in case it has a director on the Board when the Company going into bankruptcy than otherwise, <sup>because</sup> the Edison Company's past connections with the G. F. Co. is so well known, that I do not believe it would make any difference whether we continue to be represented by a director or not so far as any publicity in connection with its bankruptcy is concerned.

Copy to SFB M & C.E.

one

# GENERAL FILM COMPANY

(INCORPORATED)

TELEPHONE  
MADISON SQUARE 9037

PASSAVANT BUILDING

CABLE ADDRESS  
GENFILM, NEW YORK

440 FOURTH AVENUE

NEW YORK

December 8th, 1916.

Thomas A. Edison, Inc.,

Orange, N. J.

Gentlemen:-

Attention Mr. Carl H. Wilson

At a meeting of the Board of Directors on

December 6th, 1916, the following resolution was unanimously adopted:

"RESOLVED, that beginning with the release of Monday, January 1st, 1917, the company cease leasing films on the present system, that is, a footage basis; and that on and after that time the company lease its films on a percentage basis, each manufacturer to receive 65% of the collections on rentals of his pictures, and the company to retain 35% of collections on rentals, it being understood that this change shall not effect stock on hand for release December 31st, 1916."

Yours very truly,

GENERAL FILM COMPANY (INC.)

*Carl H. Wilson*  
Secretary

PGM/G



*I showed this to  
Mr. Mackay  
last*

11  
126 017  
GENERAL MANAGER'S OFFICE

DIVISION: General Administrative Division.

Memo. No. 58

SUBJECT: General Film Company.

Date 12/18/16.

1351  
MINUTES OF EXECUTIVE COMMITTEE

Held Saturday, Dec. 16, 1916, at 10 A.M. in Library.

Present: Messrs. Charles Edison, S. B. Mambert, and C. H. Wilson, constituting Executive Committee, and, by request, Messrs. Delos Holden and G. F. Scull.

Mr. Charles Edison read a proposed form of agreement between the stockholders of the General Film Company and Benjamin B. Hampton, sent to Mr. Wilson by Mr. Benjamin B. Hampton, President of the General Film Company, which form of agreement and papers relating thereto are now attached to copy of these minutes and are on file in Mr. Wilson's office. (Saler read to Holden)

After giving the proposed form of agreement careful consideration, it was unanimously decided that the action to be taken by Thomas A. Edison, Inc., in connection with said proposed form of agreement should be as follows:

1. That Thomas A. Edison, Inc., would not sell 50% of its common stock along the lines indicated in said proposed form of agreement, but that it would sell its entire common stock at par value to any other one or several common stockholders of the General Film Company, or, in case no one or several of the common stockholders would buy said common stock of Thomas A. Edison, Inc., it (Thomas A. Edison, Inc.) would sell same to Benjamin B. Hampton; terms of sale to be cash or promissory notes acceptable to Thomas A. Edison, Inc., of the person or persons buying the stock. It was also decided that Thomas A. Edison, Inc., would not sell its common stock to the General Film Company on any terms, for the reason, as explained by Messrs. Holden and Scull, that a sale to them might mean a come-back on Thomas A. Edison, Inc., in case the G. F. Co. should be placed in the hands of a Receiver or be forced into bankruptcy.

2. That as concerns unpaid profits standing on the books of the G. F. Co. as being due the several different manufacturers, Thomas A. Edison, Inc., would make any agreement agreed to by all other common stockholders.

If any reply is necessary please refer to above number.

GENERAL MANAGER'S OFFICE

DIVISION:

(2)

Memo. No. 58

SUBJECT:

Date

3. That as to monies due manufacturers on account of film purchases, Thomas A. Edison, Inc., would be satisfied with any agreement that all other manufacturers agreed to.

4. That as concerns agreement now existing between G. F. Co. and different manufacturers, said agreements having been executed in 1910, Thomas A. Edison, Inc., would abrogate its agreement provided their common stock was purchased along the lines hereinbefore indicated.

Mr. Wilson was authorized to advise Mr. Hampton of these different decisions arrived at by Thomas A. Edison, Inc., and he did so by Telephone at 11 o'clock on Sunday, December 17th.

C. H. Wilson  
For the Executive Committee.

CHW/INW

CC to Members of Executive Committee and to Messrs. Holden and Scull.

If any reply is necessary please refer to above number.

(COPY)

December 27, 1916.

Mr. Carl H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N. J.

Dear Mr. Wilson:

In a conversation with you last week I referred to the trade paper article relative to your one and three reel pictures.

I believe it is only fair that the Edison Company give the new administration of General Film an opportunity to talk with your Board on this subject, before you reach a final decision. At the moment my hands are very full making out necessary contracts and arranging for some financial assistance, but next week I can come out to your place and discuss this matter with your people.

The loss of the Edison name would be a serious blow to General Film, and inasmuch as I am undertaking a very large job here, and inasmuch as you are to be benefitted largely by my success in the matter, I know you will do the right thing by me.

I have tried to make it clear that if I cannot give you as good service as any other distributor can give, I certainly do not want your business. If I can give you as good service, I feel entitled to your business.

I will be mighty glad to come out and talk it over with you.

Yours very truly,

(Sgd) Benj. B. Hampton.

CIRCULAR NO. 1

**GENERAL FILM COMPANY**

(INCORPORATED)

PASSAVANT BUILDING

440 FOURTH AVENUE

NEW YORK

TELEPHONE  
HARBOUR SQUARE 9037

CABLE ADDRESS  
GENFILM NEW YORK  
G.F. NELSON



December 23th, 1916

TO ALL MANUFACTURERS OF GENERAL FILM CO. (INC.),

Gentlemen:

I want to form the habit of sending you circulars from time to time touching on various phases of our business.

The circular form will save us a lot of typewriting and will convey the message just as definitely as if we went through the motions of writing a separate letter to each manufacturer.

I will send three copies of each circular to each one of you. One copy is for yourself personally, and one for each of your principal assistants. I suggest this because I want to do everything in my power to interest you and your principal assistants in General Film Company.

If you will be good enough to give me the benefit of every suggestion and help you can it will all work out for the good of the business.

Yours very truly,

President.

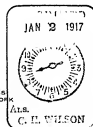
BBH:D:V

CIRCULAR NO. 2  
**GENERAL FILM COMPANY**  
(INCORPORATED)

TELEPHONE  
MADISON SQUARE 9037

PASSAVANT BUILDING  
440 FOURTH AVENUE  
NEW YORK

CABLE ADDRESS  
GENFILM-NEW YORK



December 28th, 1916.

TO ALL MANUFACTURERS OF GENERAL FILM CO. (INC.)

Gentlemen:

Some of our Branch Managers seem to be right enthusiastic  
over our various changes.

In making this statement I do not omit to give you the  
impression that our business will immediately increase. I have no  
such hope. It will take some weeks for us to show any definite  
progress, because it requires some time to change an organization  
and get the men working on the new basis. Results, however,  
are sure to come.

Here is a telegram I received today which I believe will  
interest you -

"The old employees have remained steadfast in their faith in  
the General. We knew she would come back and stronger than ever.  
Your announcement in Motography is our best Christmas present.  
Exhibitors are to be congratulated. Best wishes for great big  
New Year."

Harry L. Cross

Yours very truly,

*C. H. Wilson*  
President

BBH:HV

1357  
DIVISION: General Administrative Division.  
SUBJECT: General Film Company.

GENERAL MANAGER'S OFFICE

*Gen Film Co.*

Memo. No. 71

Date 12/30/16.

Messrs. Charles Edison and L. W. McChesney:

I attach Circulars Nos. 1 and 2 from the General Film Company, which are self-explanatory.

While we have executed an agreement with Mr. Benjamin B. Hampton to sell our common stock to him, we still remain members of the General Film Company until actual transfer of the stock has taken place and we have actually withdrawn from the General Film Company by tendering the resignation of our director. Therefore I presume we will continue getting circulars like the attached until these actions have been taken.

The actual transfer of our stock, as agreed to in agreement with Mr. Hampton, cannot take place until the Board of Directors of the General Film Company have indicated by a majority vote that they approve such transfer, and this action will probably be taken at their next regular meeting, after which the transfer can be made, and the next thing in order will be for us to resign as a director of the G. F. Co.

As L. W. McChesney is the one who will be particularly interested in any circulars we may receive, I think it will be best for him to keep the attached, as

If any other circulars are received, please refer to above number.

C. H. Wilson  
Vice-Pres. & Gen. Mgr.



**Motion Picture Patents Company Records  
General Film Company (1917-1919)**

This folder contains correspondence and other documents relating primarily to the disposition of the common stock of the General Film Co. Most of the letters are by Benjamin B. Hampton, Leonard W. McChesney, and Carl H. Wilson. One item bears Edison marginalia. Included is a summary of the participating profits in the General Film Co. for 1909-1916, along with a summary of film royalties received by Thomas A. Edison, Inc., from MPPCo during the period 1910-1915. Several documents relate to a proposed Canadian corporation. Other items pertain to a suit brought against the General Film Co. by its preferred stockholders.

Approximately 30 percent of the documents have been selected.

GENERAL MANAGER'S OFFICE

DIVISION: Motion Picture Division.

Memo. No. 76

SUBJECT: G. F. Co. letter re parcel post shipment. Date 1/4/17.

1357

Mr. L. W. MoChesney:

For your information and files I am sending  
you herewith copy of letter dated December 27th from  
Benj. B. Hampton.

CHW/IWW

C. H. Wilson  
Vice-Pres. & Gen. Mgr.

Enc-

If any reply is necessary please refer to above number.

[ENCLOSURE]

*Gen Film Co.*

*1357*

January 4, 1917.

General Film Company,  
Mr. Benj. S. Hampton, President,  
410 Fourth Avenue, New York City.

Dear Mr. Hampton:

Replying to yours of the 27th ult., I am sorry I have been unable to arrange for the meeting you wished to hold with us this week, and even now I do not know when I can get our officials together for that purpose. I shall, however, endeavor to drop in to see you some time next week, at which time you and I can discuss such matters as you have in mind, and if I am unable to decide them for our Company I can later on take them up with our officials and let you know our decision.

Hereafter in addressing communications to me won't you kindly have my name placed on the envelope, as otherwise they are liable to be sent to our Bronx Studio, from which point all of our regular picture business is transacted.

Yours very truly,

CNY/NEW  
C-62-2741

Vice-Pres. & Gen. Mgr.

*Gen Film Co.*

**GENERAL FILM COMPANY**  
(INCORPORATED)

TELEPHONE  
MADISON SQUARE 9037

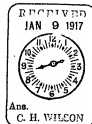
PASSAVANT BUILDING

CABLE ADDRESS  
GENFILM, NEW YORK

440 FOURTH AVENUE  
NEW YORK

January 8th, 1917.

1357  
Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N. J.



Dear Mr. Wilson:

I am hopeful that you will attend the directors' meeting  
on Monday. I am dictating this letter on Sunday.

Probably we will not have much of a chance to talk then, so  
I earnestly wish you would carry out your plan to visit with us this  
week.

I really believe I can give you some suggestions to put you  
back in the producing game again.

At any rate, come in and hear what I have to say and if my  
plans are not wise you needn't do anything with them of course.

Yours very truly,

*Ray B. Hampton*

BER:D:V

CIRCULAR 97

# GENERAL FILM COMPANY

TELEPHONE  
HARRISON SQUARE, NEW YORK

PASSAVANT BUILDING  
140 FOURTH AVENUE  
NEW YORK

CANADA OFFICE  
100 WALL STREET  
NEW YORK

To the Manufacturers of the  
General Film Company.

Dear Mr.

## PROPOSED CANADIAN CORPORATION

Enclosed herewith is a copy of a memorandum of a conference relative to the organization of a Canadian corporation. This subject was discussed informally at the last meeting of directors, and Judge Moon advised that there was no objection to following the general outlines of this plan.

The facts relative to the Canadian situation seem to be that we have been losing from \$1,500 to \$3,500 a week in Canada. Our assets consist of the furniture and fixtures of the five Canadian branches, and about eight thousand reels of film. I am advised that perhaps about two thousand of said reels are in useable condition, that three thousand reels are not so useable, and that the balance is alleged are ready for the scrapheap. The Canadian offices have money on hand, the exact amount not being ascertainable at this moment — probably not less than \$8,000, nor more than \$15,000. The liabilities are \$25,000 to manufacturers, the said sum being included in our total of about \$300,000, also about \$1,000. liability for bills for current supplies.

At the meeting of the directors Mr. Smith, Mr. Marion, Mr. Selig and Mr. Molise expressed themselves in a general way as approving the general idea of the organization of a Canadian corporation along these lines.

It will be remembered that more than a year ago Mr. Waters made an off. of \$60,000 for the entire Canadian business. I am advised that at that time the business was 200% or 300% greater than it is now. I have made informal inquiry to ascertain whether or not Mr. Waters would be interested at the present time, and have been advised that he would not be interested. Also I have been advised informally that the preferred stockholders would make no objections to the proposed formation of a Canadian corporation along these lines.

The matter of handling releases through the General Film Co. of Canada will have to be settled of course, in our contract with manufacturers. The plan discussed at the directors' meeting was that after we use our film in this country we would send it to Canada and that the money earned in Canada would therefore be a by-product. It is believed by Mr. Hobley and his associates that they will double our business in Canada within a short time, and I am inclined to believe that this is correct. If this should prove to be correct, our manufacturers would receive a comfortable addition to their income. The Canadian company would charge 35% for distribution and the American company would of course have to make a charge for handling its share of the work. In my judgement the right way to handle it would be to handle the foreign business on a fifty-fifty basis, and inasmuch as the manufacturers would not have to supply any new prints for the foreign business

*Thank this ok -  
vite work material  
or don't vote -  
Raf. 9. 4. 1917*

*Manufacturers  
are an active  
company in the  
interest of  
any of the  
the of the  
beginning  
very soon  
regarding the  
4/8*

*1917*

*Am. H. W. 300*

GENERAL FILM CO.

NEW YORK.

- 2 -

this ought to prove a very attractive basis for them.

We need to act promptly in this matter. I would not feel like taking the responsibility as a member of the Executive Committee in acting on this plan until I had had the approval of the other common stockholders in the matter. Will you be good enough to consider the matter and express an opinion to me as early as possible.

Yours very truly,



PRESIDENT.

BBH:K:V

[ENCLOSURE]

January 9, 1917.

ORGANIZATION OF CORPORATION

Memorandum of conference between Messrs. B. B. Hampton,  
W. F. Rodgers, G. A. Hobley and E. H. Welle in the matter of the sale  
to a proposed corporation of the Canadian business now owned and operated  
by General Film Company, Inc.

1. It is proposed that the Canadian business of General Film shall be segregated from the general business, and that for this purpose a corporation to be formed under the Companies Act of the Dominion of Canada, such corporation to have an authorized capital stock of \$850,000 full paid and non-assessable. The consideration for the new issue of stock shall be the conveyance of all property, including book accounts and other assets having a situs within the Dominion of Canada, it being understood that the Canadian company shall also assume a pro-rata amount of indebtedness, which is now estimated at \$35,000, and that the proposed corporation shall issue its promissory notes or debentures in the amount of \$42,500 as evidence of the indebtedness which the proposed corporation assumes and to cover the cash in bank which is left within the Dominion of Canada as a part of the going business. These notes or debentures shall mature five years from the date thereof and shall bear interest at the rate of 5% per annum, payable semi-annually, with the option on the part of the Company to pay off all or any part of the said issue prior to its date of maturity on any interest day. Such notes shall also be drawn with a provision that they shall be junior to any bank loans or loans made from individuals in the Dominion of Canada for the lawful purposes of the Corporation.

It is understood that after 5% is set apart from the surplus earnings of the Corporation for payment as dividends to the common stockholders, that then 20% of the balance of net earnings shall be distributed annually or semi-annually among the responsible officers and employees of the Corporation in accordance with a method to be hereafter fixed and determined by the Board of Directors.

The directors of this Corporation shall be for the present five, two directors to be residents of Canada and to be nominated by Mr. Hobley. The other three shall be representatives of the General Film on the new board, one of them to be either an officer or an employee of the General Film who can attend the meetings of the Board which are held in either Montreal or New York. The bylaws shall provide that directors' meetings may be held in either city or at such other places as the Board of Directors or the President of the Corporation shall fix. An executive committee of three shall be appointed by the Board, and preferably two members of this Committee shall reside in Canada. It is understood that if this Corporation is formed Mr. Hobley will be the executive head and elected to the office of president, having full charge and responsibility for corporate affairs subject, of course, to the Board of Directors and the Executive Committee.

Upon the formation of this Corporation, General Film will enter into a contract with Mr. Hobley in which they will agree to sell, and Mr. Hobley will agree to purchase \$125,000 par value of the stock of the Company, the purchase price to be \$35,000 cash, and the terms of payment to be as follows, viz:

\$500 upon the signing of the contract  
7,000 upon the delivery of the stock  
2,500 March 1st, 1917  
5,000 May 1st, 1917  
10,000 January 1st, 1918  
10,000 January 1st, 1919

[ENCLOSURE]

- 2 -

The stock certificates covering this purchase shall be delivered to Mr. Hobley, endorsed by him in blank and placed in escrow with a trust company hereafter to be selected in Montreal, it being understood that upon the second payment, viz, March 1st, 1917, Mr. Hobley shall be entitled to take down from such escrow 175 shares of the stock of the Company, and as each subsequent payment is made he shall take down a proportionate amount so that when his last payment is made he shall receive the entire \$124,000 par value of stock covered by his contract.

In case the corporation is formed it will be understood that the directors shall fix the salary of the President at \$125 per week, and that other salaries shall be in proportion. The officers of the Corporation shall be bona fide, working officers giving their entire time to the enterprises of the Corporation.

PLAN AND SCOPE OF BUSINESS

The proposed corporation shall have the same plan of distribution upon a percentage basis which is now in force and effect with the General Film Company, Inc., viz, the proposed corporation shall be entitled to retain 55% of the gross receipts from distribution and that it shall account to General Film Co., Inc. for 65% of the gross receipts, no allowance being made for overhead of any character except duty, which shall be handled as follows, to wit:

The proposed corporation shall pay all duty upon the release from customs of film shipped. It may, however, debit the General Film Co., Inc. with 65% of the duty on film received from General Film Co. as an overhead expense, it being at all times understood that debit memorandums shall be filed with General Film for all duty paid properly apportioned.

The General Film will shortly adopt a plan for the advance of funds to manufacturers against film received or to be received. The Canadian Company shall also make advances upon film received by it in like proportions. The censorship fees which are charged by the various provinces of Canada shall be an expense of the proposed corporation. The expense of formation of the new corporation shall be paid by the corporation itself.

It is understood that this memorandum is tentative and that the terms hereof shall be closed if the Board of General Film Company ratify and authorize the carrying out of the terms herein stated. It is also understood that the initial payments to be made by Mr. Hobley will be due on the date of the closing of the contract to be entered into between him and the General Film Company, \$500 to be paid upon the signing of the preliminary contract, \$7,000 upon the date of closing.



CIRCULAR NO. 8

**GENERAL FILM COMPANY**

(INCORPORATED)

TELEPHONE  
MADISON SQUARE 9007

PASSAVANT BUILDING

440 FOURTH AVENUE  
NEW YORK

CABLE ADDRESS  
GENFILM, NEW YORK



January 19th, 1917.

TO the Manufacturers of the

General Film Company.

Mr. Carl F. Wilson, V.P. & G.M.,  
M.P. Division, Thomas A. Edison, Inc.,  
West Orange, N. J.

Dear Mr. Wilson:

Below please note copy of letter dated January 12th  
as received from our Philadelphia, Pa. Office, the contents of which  
are self-explanatory.

"We beg to advise that we have in the house at present,  
and tomorrow is a half holiday at the Board of Censors, three  
reels of next week's releases. We have not, as usual, received  
the Monday Belg Tribune, nor have we the Vitagraph 'The  
Mystery of Lake Letho'.

"With reference to the last named Manufacturer, we have  
received next Friday's Vitagraph release 'The Professional  
Patient' and we have also received a reel from the same  
Manufacturer entitled 'The Little Spirit Girl'.

"Paper on some of the releases has been received, but our  
greatest concern is with regard to the reels themselves."

We have written each manufacturer on several occasions  
explaining to them the necessity of getting films intended for our  
Philadelphia Office to them in sufficient time to allow them to have  
them censored and be ready for use on the intended date of release.

Without this cooperation on the part of the manufacturers  
you can well appreciate that it is a difficult matter for our Phil-  
adelphia Branch or in fact any other branch, to get the maximum  
results from the films which are sent them.

Continual disappointment to the theatres who are using the  
early run films means that it is but a question of a short time until  
we lose the business, and once we lose it, it is a difficult matter to  
regain it.

This matter is of vital importance both to this Company  
and to each Manufacturer. Give us the material which we need on time  
for our use and we will get the results, but unless we can depend on  
it getting to its destination in time for requirements, we cannot  
hope to secure the maximum returns.

Yours very truly,  
*C. H. Wilson*  
President.



February 1, 1917.

Mr. C. H. Wilson:

I return herewith the proposed new by-laws of General Film Co  
as we agreed that it would not be a good plan for us to be represented  
at the special meeting.

*Debs Holden*

ENCL.

DH/JU

[ENCLOSURE]

*Mr. Sweetser  
Please check with  
my office my friend  
C. H. Wilson  
1/24*

TO THE STOCKHOLDERS OF GENERAL FILM COMPANY:

Notice is hereby given that a Special Meeting of the stockholders of General Film Company will be held at the office of the Company, No. 92 Exchange Street, in the City of Portland, Maine, on Wednesday, February seventh, 1917, at 9:30 o'clock in the forenoon, for the purpose of electing directors for the ensuing year and for the further purpose of revising and amending the by-laws of the Company.

Stockholders and directors of the Company have proposed that such by-laws be amended and revised so that they shall read in the form transmitted with and accompanied by this notice.

In accordance with the provisions of Section 5 of Article 4 of the by-laws the stock transfer books of the Company will be closed on the twenty-fourth day of January, 1917, and will be reopened at 12 o'clock noon on the day following such meeting.

HARRY P. SWEETSER, Clerk,  
92 Exchange Street,  
Portland, Maine.

PAUL G. MELLES, Secretary,  
449 Fourth Avenue,  
New York, N. Y.



[ENCLOSURE]

BY LAWS

OF

GENERAL FILM COMPANY.

ARTICLE I. LOCATION OF OFFICES.

SECTION 1.—*Principal Office*.—The principal office of the corporation shall be in the City of Portland, Maine, at such place as the board of directors may from time to time designate.

Sec. 2.—*Other Office*.—The corporation may have and maintain such other offices within or without the State, as the board of directors may deem expedient.

ARTICLE II. CORPORATE SEAL.

SECTION 1.—The corporation shall have a corporate seal with the name of the corporation and the word "Incorporated" inscribed about a circle and the words and figures "Maine 1910" within the circle.

ARTICLE III. FISCAL YEAR.

SECTION 1.—The fiscal year of the corporation shall begin with the first day of January and end with the thirty-first day of December of each year.

ARTICLE IV. STOCKHOLDERS' MEETINGS.

SECTION 1.—*Annual Meeting*.—The annual meeting of the stockholders shall be held at the principal office of the corporation at twelve o'clock noon on the fourth Tuesday of January in each year.

Sec. 2.—*Special Meetings*.—Unless otherwise provided by law, special meetings of the stockholders may be called by the board of directors, the president, a vice-president, the secretary, or by a majority of the directors, or by common stockholders holding not less than one-fourth of the total common capital stock. Such meetings shall be held at the principal office of the corporation, or if the board of directors or the president shall designate another place within the State of Maine, then at such other place as may be so designated.

Sec. 3.—*Notice*.—Unless otherwise provided by law, notice of either annual or special meetings shall be mailed at least ten days prior to the meeting to each stockholder at his last known address as the same appears on the stock books of the corporation. Such notice shall specify the time and place of holding the meeting and shall further specify the date for

[ENCLOSURE]

closing and opening the stock transfer books of the corporation, provided the board of directors shall have ordered them closed.  
Notices of special meetings shall further specify the purpose for which the meeting is called and no other business shall be transacted at such special meeting.

No notice of the holding of an adjourned meeting shall be necessary.

**Sec. 4.—Quorum.**—The holders of a majority of the shares of common stock of the corporation issued and outstanding shall constitute a quorum for the transaction of business at any meeting, but a less number may convene and adjourn.

**Sec. 5.—Voting.**—Common stockholders may vote at all meetings in person or by proxy. Preferred stockholders shall not be entitled to vote at any meeting of the corporation.

At all meetings, each share of common stock shall be entitled to one vote on all questions, and a majority of the votes cast at any such meeting shall be sufficient for the adoption or rejection of any question presented, unless otherwise provided by law.

In the election of directors, each common stockholder shall have the right to cast as many votes in the aggregate as shall equal the number of shares of common stock held by such stockholder, multiplied by the number of directors to be then elected, and each common stockholder may cast the whole number of votes for one candidate or distribute them among two or more candidates.

ARTICLE V. DIRECTORS.

**SECTION 1.—Number.**—The board of directors of this company shall consist of nine members.

**Sec. 2.—Qualification.**—Each director shall be a stockholder of the corporation and any director ceasing to be a stockholder shall thereupon immediately cease to be a director.

**Sec. 3.—Election.**—The directors shall be elected annually at the annual meeting of the stockholders, provided that in the event of failure to hold such meeting or to hold said election thereat, it may be held at any special meeting of stockholders called for that purpose.

**Sec. 4.—Term of Office.**—The directors shall hold office from the date of their election until the next succeeding annual meeting or until their successors are elected and shall qualify.

**Sec. 5.—Vacancies.**—Any vacancy or vacancies in the board of directors arising from any cause may be filled by a majority vote of the remaining directors.

**Sec. 6.—Fees.**—Each director shall be paid his actual expenses and a fee of twelve dollars for attending any regular or special meeting of the directors which has been duly called, whether a quorum be present or not, provided that no director who receives compensation from the corporation as an officer, agent or employee shall be entitled to such fee.

ARTICLE VI. DIRECTORS' MEETINGS.

**SECTION 1.—Regular Meetings.**—Regular meetings of the board of directors shall be held at the office of the corporation in New York City on the second Monday of each of the months of February, May, August, and November at eleven o'clock A. M.

**Sec. 2.—Special Meetings.**—Unless otherwise provided by law, special meetings of the board of directors may be held at any time, at the principal office of the corporation or elsewhere, within or without the State. The secretary or assistant secretary shall call a special meeting whenever so requested by the president, a vice-president, or by three directors.

**Sec. 3.—Organization Meeting.**—As soon as possible after their election, the board of directors shall meet and organize and they may also transact such other business as may be presented, provided the same shall receive the affirmative votes of a majority of the constituent membership of the board.

**Sec. 4.—Notice.**—No notice shall be required for a regular meeting. No notice shall be required for an "organization meeting" if held on the same day as the stockholders' meeting at which the directors were elected.

No notice of the holding of an adjourned meeting shall be necessary. A reasonable notice of special meetings in writing or otherwise, shall be given to each director, or sent to his residence or place of business.

Notice of special meeting shall specify the time and place of holding the meeting and, unless otherwise stated, any and all business may be transacted at such special meeting.

Notice of any meeting may be waived in writing.

**Sec. 5.—Quorum.**—At all meetings of the board of directors a majority thereof shall constitute a quorum, but a less number may convene and adjourn.

**Sec. 6.—Voting.**—All questions coming before any meeting of the board of directors for action shall be decided by a majority vote of the directors present at said meeting, unless otherwise provided by law or by these by-laws.

ARTICLE VII. EXECUTIVE COMMITTEE.

**SECTION 1.—Number.**—The executive committee of this corporation shall consist of three members.

[ENCLOSURE]

Sec. 2.—*Qualifications*.—The executive committee shall consist of the president and two members of the board of directors to be appointed by the board.

Sec. 3.—*Appointment*.—The members of the executive committee shall be appointed annually at the organization meeting of the directors, provided that in the event such appointment shall not take place at the organization meeting, it may be made at any succeeding regular or special meeting of the directors.

Sec. 4.—*Term of Office*.—The members of the executive committee shall hold office from the date of their appointment until the next succeeding organization meeting, provided that the board of directors shall at all times have the power to remove any member of said committee when in their judgment such removal may be to the best interests of the corporation.

Sec. 5.—*Vacancies*.—Any vacancy or vacancies in the executive committee arising from any cause, shall be filled by the directors.

Sec. 6.—*Meetings*.—The executive committee shall meet at such times and places as the president or any two members thereof may designate, provided that reasonable notice of a meeting shall be given to each member.

A majority of the executive committee shall constitute a quorum for the transaction of all business.

Sec. 7.—*Minutes*.—The executive committee shall keep minutes of its meetings, which shall be recorded in the minute book of the corporation, and shall be promptly submitted to the board of directors for approval.

ARTICLE VIII. OFFICERS.

SECTION 1.—*Titles*.—The officers of this corporation shall consist of a president, one or more vice-presidents, a clerk, a secretary, a treasurer, one or more assistant secretaries, one or more assistant treasurers.

Sec. 2.—*Qualifications*.—The president and vice-presidents shall be chosen from among the board of directors.

Sec. 3.—*Election*.—The officers shall be elected annually at the organization meeting of the directors, provided that any officers not elected at such meeting may be elected at any succeeding meeting of the directors.

Sec. 4.—*Term of Office*.—All officers shall hold office from the date of their election until the next succeeding organization meeting of directors or until their successors are elected and shall qualify, provided that the directors shall at all times have the power to remove any officer, when in their judgment such removal may be to the best interests of the corporation.

Sec. 5.—*Vacancies*.—Any vacancy or vacancies among the officers arising from any cause, shall be filled by the directors.

Sec. 6.—*Compensation*.—The compensation of the officers shall be fixed by the board of directors.

Sec. 7.—*Combining Offices*.—The offices of "secretary and treasurer," or "secretary and assistant treasurer," or "treasurer and assistant secretary," or "assistant secretary and assistant treasurer" may respectively be united in one person.

ARTICLE IX. ASSETS.

SECTION 1.—*Depositories*.—The funds of the corporation from any source shall be deposited in the name of the corporation with such depositories as may be designated by the board of directors.

Sec. 2.—*Other Agents*.—The board of directors may appoint such other agents as may in their judgment be necessary for the proper conduct of the business of the corporation.

ARTICLE X.—POWERS AND DUTIES.

SECTION 1.—*Directors*.—The board of directors shall have and exercise all power and authority in the government of the affairs of the corporation except where specifically excepted by law or by these by-laws.

Sec. 2.—*Executive Committee*.—In the interim between meetings of the board of directors, the executive committee shall have and exercise all the powers and authority of the board of directors, provided that no action of the executive committee shall conflict with action had or taken by the board of directors.

Sec. 3.—*President*.—Subject to the board of directors the president shall be the chief executive officer of the corporation and shall have general supervision of its affairs.

He shall preside at all meetings of the stockholders, the board of directors, and of the executive committee.

He shall appoint such agents and employees as he may deem necessary, for the proper conduct of the business of the corporation, and shall prescribe their duties and fix their compensation, provided that the board of directors shall at all times have the power to remove any agent or employee when in their judgment such removal may be to the best interests of the corporation.

He shall discharge such other duties as may be prescribed by these by-laws or as the board of directors may from time to time direct.

Sec. 4.—*Vice-Presidents*.—Subject to the board of directors, and in the absence or disability of the president the vice-presidents, in their order, shall, except as herein otherwise provided, have and exercise all the powers of the president.

They shall perform such other duties as may be assigned to them.

[ENCLOSURE]

Sec. 5.—*Clerk*.—The clerk shall be a resident of the State of Maine and shall keep the principal office of the company in the City of Portland, County of Cumberland, State of Maine, at which office he shall keep the records of the corporation and a book showing a true and complete list of all stockholders, their residences, and the amount of stock held by each, which records and stock book shall be open at all reasonable hours to persons interested who may take copies and minutes therefrom of such parts as concern their interests. When present at the meetings of the corporation or of the board of directors, the clerk shall keep a record of such meetings.

Sec. 6.—*Secretary*.—Subject to the board of directors and the president, the secretary shall have the custody of the corporate seal, and charge of all the records of the corporation. In the absence of the clerk he shall act as secretary at meetings of the stockholders, directors and executive committee, and enter the minutes of such meetings in a book provided for that purpose, and shall attend to publishing, giving and serving all official notices of the corporation, which are not published, given and served by the clerk. He shall keep a book showing a true and complete list of all stockholders, their residences, and the amount of stock held by each, which records and the stock book shall be open at all reasonable hours to persons interested who may take copies and minutes therefrom of such parts as concern their interests.

He shall perform such other duties as may be assigned to him.

Sec. 7.—*Assistant Secretaries*.—In the absence or disability of the secretary, the assistant secretaries shall act with all powers of the secretary. The fact that an assistant secretary acts is sufficient evidence of the absence or disability of the secretary.

They shall perform such other duties as may be assigned to them.

Sec. 8.—*Treasurer*.—Subject to the board of directors and the president, the treasurer shall have the custody of all negotiable instruments and securities of the corporation as indicated by proper bills and accounts furnished by the secretary.

He shall disburse the funds of the corporation only by check upon properly authorized vouchers and shall keep a record of all receipts and disbursements of funds by him and shall promptly report same in detail to the proper officer.

He shall have authority to give receipts for moneys paid to the corporation and to endorse checks, drafts, and warrants in the name of the corporation.

He shall perform such other duties as may be assigned to him.

Sec. 9.—*Assistant Treasurers*.—In the absence or disability of the treasurer, the assistant treasurers shall act with all the powers of the treasurer. The fact that an assistant treasurer acts is sufficient evidence of the absence or disability of the treasurer.

They shall perform such other duties as may be assigned to them.

ARTICLE XI. SMOKE.

SECTION 1.—*Classification of Stock*.—The capital stock of the corporation is classified and divided into eight thousand shares of preferred stock of the par value of one hundred dollars per share, and two thousand shares of common stock of the par value of one hundred dollars per share.

Sec. 2.—*Distribution to Preferred and Common Stockholders of Dividends and in Liquidation*.—The holders of the preferred stock of the corporation are entitled to receive when and as declared out of the surplus or net profits of the corporation fixed dividends at the rate of seven per centum (7%) per annum payable annually before any dividends shall be set apart for or paid upon the common stock. The dividends upon the preferred stock shall be cumulative. Accumulations of dividends on the preferred stock shall not bear interest. The holders of the common stock are entitled to receive all additional surplus or net profits distributed in dividends after the cumulative dividends of seven per centum (7%) per annum upon the preferred stock shall have been paid or a sum sufficient for the payment thereof shall have been set apart for that purpose. In case of liquidation or dissolution of the corporation the holders of the preferred stock shall be entitled to be paid in full the par amount of their shares and the unpaid dividends at the rate of seven per centum (7%) per annum accumulated and accrued thereon before any amount shall be paid to the holders of the common stock.

Sec. 3.—*Stock Certificates*.—The stock of the corporation shall be represented by certificates signed by the president or one of the vice-presidents and by the secretary or an assistant secretary of the corporation and sealed with the corporate seal of the corporation.

Sec. 4.—*Stock Transfer Books*.—Stock shall be transferable only on the stock transfer books of the corporation in person or by attorney duly authorized and upon the surrender and cancellation of the old certificates, therefor.

The stock transfer books of the corporation may be closed by order of the board of directors for ten days previous to any meeting of the stockholders or previous to the payment of any dividend upon the stock of the corporation, during which time no transfer of stock on the books of the corporation shall be made, and said books shall be re-opened the day following the date fixed for such meeting or for the payment of said dividend.

If the stock transfer books of the corporation are ordered closed by the board of directors, every common stockholder who appears of record at the time of closing said books shall be entitled to vote at the meeting, or to receive the dividend on account of which the said books were ordered closed.

If the stock transfer books of the corporation are not ordered closed by the board of directors, every common stockholder who appears of

[ENCLOSURE]

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record on the date of a stockholders' meeting shall be entitled to vote at such meeting, and every stockholder who appears of record on the date specified by the board of directors in their declaration of a dividend shall be entitled to receive such dividend.

Sec. 5.—*Replacing Certificates.*—In case of the loss or destruction of any certificate of stock and the submission of proper proof thereof by the owner, a new certificate may be issued in lieu thereof under such regulations and restrictions as the board of directors may prescribe.

#### ARTICLE XII. AUTHORIZED SIGNATURES.

SECTION 1.—All checks, drafts, and other negotiable instruments issued by the corporation shall be made in the name of the corporation and shall be signed by such one of the officers of the corporation and countersigned by such other officer of the corporation, or by such other person, as the board of directors may from time to time direct, provided that the same person shall not both sign and countersign the same instrument.

#### ARTICLE XIII. FIDELITY BONDS.

SECTION 1.—The officers and employees of the corporation shall, in the discretion of the president, give bonds for the faithful discharge of their respective duties, in such form and for such amounts as may be directed by the president.

#### ARTICLE XIV. AMENDMENTS.

SECTION 1.—These by-laws may be amended, revised or repealed at any annual meeting of the stockholders, and also at any special meeting if the notice of such meeting shall refer to the proposed amendment, revision or repeal.



**GENERAL FILM COMPANY**

(INCORPORATED)

TELEPHONE J  
MADISON SQUARE 9037

PASSAVANT BUILDING

440 FOURTH AVENUE

NEW YORK

CABLE ADDRESS  
GENFILM, NEW YORK



February 6th, 1917.

Mr. Carl H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N. J.

Dear Sir:-

We have not yet heard from you in regard to  
circular letter #7, a copy of which is attached hereto,  
and which relates to the Proposed Canadian Corporation.

As the interested party, Mr. Hubley, is getting  
very uneasy and asking for a definite decision, we would  
appreciate your advice in the matter, by return mail.

Yours very truly,

GENERAL FILM COMPANY (INC.)

*W. F. Rodgers*

WFR:V

Enc.

February 7, 1917.

Mr. C. H. Wilson:

Herewith eight promissory notes of Benjamin B. Hampton to Thomas A. Edison, Inc. each in the amount of \$1250. also collateral stock certificate covering 100 shares<sup>(No. 18)</sup> of the common capital stock of the General Film Co., this certificate being in the name of Benjamin B. Hampton and endorsed in blank. These notes are in payment of the 100 shares of stock in General Film Co. sold to Mr. Hampton by Thos. A. Edison, Inc. Will you kindly acknowledge receipt and oblige.

*Fredrick Bachmann.*

*In accordance with agreement 26589 executed by  
Hampton + Thos. A. Edison, Inc. 1/25/17.*

5-  
1357  
New Film Co.

February 9, 1917.

General Film Company,  
Mr. W. F. Rodgers,  
440 Fourth Avenue, New York.

Dear Sir:

Replying to yours of the 6th, in reference to Circular Letter No. 7, please note that under date of January 29th I advised Mr. Hampton as President of the General Film Company that because of our having agreed to dispose of common stock to him I did not feel that we should vote on matters of this kind.

Yours very truly,

CHW/IWW

Vice-Pres. & Gen. Mgr.

GENERAL MANAGER'S OFFICE

DIVISION:

Memo. No. 133

SUBJECT: Benj. B. Hampton and General Film Co.

Date 2/9/17.

Mr. H. F. Miller:

I hand you herewith eight promissory notes of Benj. B. Hampton to Thomas A. Edison, Inc., each in the amount of \$1250. These notes are all dated December 26, 1916, and become due 3, 6, 9, 12, 15, 18, 21 and 24 months after date respectively.

I am also handing you as collateral security for the payment of these notes stock certificate No. 18 covering 100 shares of the common stock of the General Film Company in the name of Benj. B. Hampton and endorsed in blank.

These notes are in payment of the 100 shares of the common stock in General Film Company sold to Benj. B. Hampton by Thomas A. Edison, Inc. in accordance with agreement executed between Benj. B. Hampton and Thomas A. Edison, Inc. on December 26, 1916, our copy of said agreement being filed with Mr. Muek as Secretary of Thomas A. Edison, Inc.

As Treasurer of Thomas A. Edison, Inc., please acknowledge receipt of these notes to Mr. Benj. B. Hampton.

Now that the details connected with the sale and transfer of this stock have been completed, we have practically severed our connection with the General Film Company so far as our having any voice in its future policies or management is concerned. I am, of course, still a director, and will remain as such until the details relating to the following three matters already agreed upon between the General Film Company and ourselves have been completed:

1. A resolution by the Board of Directors of Thomas A. Edison, Inc., in which they agree, provided all the other manufacturers do likewise, to the cancellation of the amount standing on the books of General Film Company as due Thomas A. Edison, Inc. as its share of the undivided profits, this amount with interest being approximately \$270,000. A copy of these resolutions to be presented to the General Film Company.

If any reply is necessary please refer to above number.

(2)

2. The General Film Company are to give us interest bearing notes covering the amount standing on their books as due Thomas A. Edison, Inc. for films purchased, this amount being about \$5300.

3. The cancellation of agreement entered into in 1910 between General Film Company and Edison Manufacturing Co., whereby Edison Manufacturing Co. was to furnish them with film under the conditions, price, terms, etc., given therein.

These matters I hope to have cleared up within the next two weeks.

It has just occurred to me that we own one share of preferred stock, standing in my name but assigned in blank. The reason for the purchase and ownership of this stock was to permit me to be a director, the by-laws stipulating that to be eligible as a director a person must own at least one share of preferred stock. I will try to dispose of this one share of stock to one of the other members of General Film Co., but doubt our being able to obtain very much for it, as the value of preferred stock in the General Film Co. at the present time is very very small, with but very few, if any purchasers.

CHW/IWW

C. H. Wilson  
Vice-Pres. & Gen. Mgr.

Enc-

CC to Messrs. T. A. Edison, Chas. Edison, Mambert, Musk, Holden.

1757

Gen. Film Co.  
Sent P  
yes this was sent  
by Mr. Wilson in my  
care

1852

February 12, 1917.

General Film Company,  
440 Fourth Avenue,  
New York City.

Gentlemen:

I hereby resign my position as Director of the  
General Film Company to take effect immediately.

Yours very truly,

CHW/IWW

(4) 11-11-17

713

THOMAS A. EDISON INC.

PARTICIPATING PROFITS IN NET EARNINGS OF GENERAL FILM CO.

| YEAR        | PORTION OF<br>PROFIT & LOSS | AMOUNT OF<br>PROFIT REC'D | AMOUNT OF<br>INTEREST REC'D | DIVIDENDS ON<br>STOCK HOLDINGS | INCOME TAX<br>PAID ON |
|-------------|-----------------------------|---------------------------|-----------------------------|--------------------------------|-----------------------|
| 1909        | -                           | -                         | -                           | -                              | -                     |
| 1910        | 14307.32                    | -                         | -                           | -                              | -                     |
| 1911        | 122771.31                   | -                         | -                           | 1200.00                        | -                     |
| 1912        | 176751.80                   | 112554.36                 | 4622.03                     | 1207.00                        | -                     |
| 1913        | 42204.20                    | 13504.94                  | 1411.37                     | 1207.00                        | 43404.20              |
| 1914        | 115024.44                   | 116500.51                 | 11201.96                    | 1207.00                        | 117707.51 (Income     |
| 1915        | -                           | 7030.07                   | 1141.76                     | 1200.00                        | 5171.63 (State-       |
| 1916        | -                           | -                         | -                           | -                              | (mant                 |
|             |                             |                           |                             |                                | (showed               |
|             |                             |                           |                             |                                | (a loss)              |
| Less amount | \$470059.07                 | \$249559.78               | \$18377.62                  | \$6021.00                      |                       |
| Received    | 249559.78                   |                           |                             |                                |                       |
| Balance due | \$220499.29                 |                           |                             |                                |                       |

Above account as per T. A. E. Inc. books on Jan. 27th, 1917.

Capital Stock Investment \$10,100.00



THOMAS A. EDISON, INC.

AMOUNTS RECEIVED FROM  
MOTION PICTURE PATENTS COMPANY  
FOR FILM ROYALTIES

|  |                  |
|--|------------------|
| Year ending June 20, 1910 . . . . .                | \$ 290,292.87    |
| " " June 20, 1911 . . . . .                        | 287,682.43       |
| " " June 20, 1912 . . . . .                        | 345,202.01       |
| " " June 20, 1913 . . . . .                        | 217,500.00       |
| " " June 20, 1914 . . . . .                        | 192,750.00       |
| " " June 20, 1915 . . . . .                        | 140,229.93       |
| " " June 20, 1915, to date - Nov. 2, 1915. . . . . | <u>27,000.00</u> |
| TOTAL  | \$ 1,500,657.24  |



1357  
Mr. C. H. Wilson:-



March 30, 1917

Referring to your memorandum No. 187 requesting copies of all important documents connected with the ending of our business relations with the General Film Company, I am sending you herewith copies of the following documents:-

Agreement between Thomas A. Edison, Inc. and Benjamin B. Hampton, dated Dec. 26, 1916.

Resolutions passed by the Board of Directors of Thomas A. Edison, Inc. at a meeting held Feb. 26, 1917.

Instrument dated Feb. 28, 1917 consenting to the subordination of certain claims of Thomas A. Edison, Inc. for film or other merchandise furnished to the General Film Company to claims of Columbia Trust Company, assigning to the General Film Company the entire right and title of Thomas A. Edison, Inc. to certain films furnished the General Film Company, and further consenting that in case of proceedings against the General Film Company by any of its common stockholders, all sums owing by the General Film Company to Columbia Trust Company shall, at the option of the latter company, forthwith become due and payable.

Agreement dated Feb. 28, 1917 between Edison Manufacturing Co., Thomas A. Edison, Inc. and General Film Company, terminating an agreement entered into in 1910 by Edison Manufacturing Co. in regard to the distribution of films through the General Film Company.

I am returning herewith copy from your files of the 1910 agreement between Edison Manufacturing Co. and General Film Company hereinbefore referred to. Also copy of minutes of Board of Directors of General Film Company held at the office of said Company, 440 Fourth Avenue, New York City, on January 8, 1917.

✓

The provisions of the agreement between this Company and Mr. Hampton have all been disposed of except those of paragraphs Third and Fourth. With respect to Paragraph Third which relates to the discharge of our undivided profit account, nothing further is to be done in this connection in view of the failure of the Pathe Company to agree to the discharge of its undivided profit account. With respect to paragraph Fourth relating to the acceptance of notes for indebtedness due on regular releases, Mr. Miner advised me over the telephone that we would receive these notes shortly, possibly within a week or two.

Mr. Wilson in Mr. Musk's office advised me this morning that the first note of Hampton has been paid.

FB-JS  
Encs.

*J. Bachmann*

[ENCLOSURE]

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THIS AGREEMENT made and entered into this 26th day of December, 1916, by and between THOMAS A. EDISON, INCORPORATED, a corporation formed and existing under the laws of the State of New Jersey, having its principal office at West Orange, Essex County, New Jersey, party of the first part, hereinafter called the vendor, and BENJAMIN B. HALPSTON, of the City, County and State of New York, party of the second part, hereinafter called the vendee, WITNESSETH:

WHEREAS, the vendor is now the owner of One Hundred (100) shares of the common capital stock of General Film Company, a corporation organized and existing under the laws of the State of Maine, the certificate for such one hundred shares now being in possession of the Empire Trust Company; and

WHEREAS, the vendee desires to purchase all right, title and interest of the vendor in and to such stock and the vendor desires to convey the said stock upon the terms and conditions hereinafter mentioned to the vendee;

NOW, THEREFORE, for the considerations herein mentioned the vendor hereby agrees to sell the said one hundred shares of the common capital stock to the vendee at par, the terms of payment and delivery of such stock to be as follows, viz:-

FIRST: The vendee shall give eight (8) promissory notes drawn to the order of the vendor in the amount of Twelve Hundred and Fifty Dollars (\$1250) each, the first note to become due three months after the date of this agreement, and the remaining seven (7) notes to become due one at the end of each three months thereafter until the full amount of Ten Thousand Dollars (\$10,000) is paid. Such notes shall bear interest at the rate of five percent (5%) per annum, payable

[ENCLOSURE]

at maturity.

SECOND: It is understood and agreed that the vendee shall deliver to the vendor as collateral security for the payment of said notes one hundred (100) shares of the common stock of the General Film Company endorsed in blank.

IT IS UNDERSTOOD AND AGREED in this connection that the vendee shall furnish to the vendor a properly drawn resolution duly adopted by the Directors of the General Film Company, authorizing Thomas A. Edison, Incorporated to transfer the stock in question, and also will furnish the Empire Trust Company with proper authority from General Film Company for the redelivery of such one hundred (100) shares of stock certificate to Thomas A. Edison, Incorporated.

THIRD: It is understood and agreed between the parties hereto that the vendor does hereby consent that certain book accounts now standing on the books of the General Film Company as undivided profits to the credit of Thomas A. Edison, Incorporated as additional price per footage for films under pre-existing contracts shall be released and discharged provided that all other parties having book accounts which accrued in a similar manner shall so agree with respect to their respective accounts, and the vendor hereby waives any further claim for or on account of such accounts standing in the name of Thomas A. Edison, Incorporated upon such books, provided a similar waiver is made by all other parties having similar accounts as aforesaid.

FOURTH: It is further understood and agreed that the vendor will, subject to a like agreement by all other film manufacturers who have released through the General Film Company, accept in liquidation of the account of Thomas A. Edison, Incorporated, for the indebtedness of the General Film Company to the vendor due on regular releases by the vendor through the General Film Company and amounting to approximately Five Thousand Three Hundred and Ninety-six and 91/100 Dollars (\$5,396.91), notes of General Film Company to become due respectively

[ENCLOSURE]

one, two, three, four and five years after January 1, 1917, which notes shall aggregate said indebtedness in fact amount, each note being drawn in the face amount of approximately One Thousand and Seventy-nine and 38/100 Dollars (\$1,079.38), said notes to be drawn in form so that they shall be a junior security to the amounts borrowed from banking institutions or individuals to meet the present or future necessities of the General Film Company, and such notes to bear interest at the rate of five percent (5%) per annum, to accrue from the dates thereof and payable semi-annually after the first year.

FIFTH: The vendor also agrees that with the consent of the General Film Company it will cancel all present contracts now existing between it and General Film Company in respect of the lease, sale or distribution of film through the General Film Company.

IN WITNESS WHEREOF, the vendor has caused these presents to be signed by its proper officers and the vendee has hereunto set his hand and seal the day and year first above written.

THOMAS A. EDISON, INCORPORATED

By C. M. Wilson  
Vice President and Gen. Mgr.

Attest:

Hamilton Muck  
Secretary.

Benj. B. Hampton

Witness:

K. R. Miner

[ENCLOSURE]

*Mr. C. M. Wilson:*

*Following was passed by Board of Directors at  
meeting held Feb. 28, 1917. Agreement left until now, signed  
by Mr. G. S. Hambley, forwarded to the proper parties by  
Mr. Bachman of the legal services Department. H. M. Cook*

WHEREAS heretofore and by an instrument bearing the date 1910, Edison Manufacturing Company entered into an agreement with the General Film Company, a corporation of the State of Maine, in and by which agreement it was provided that said Edison Manufacturing Company should furnish to said General Film Company films upon the terms and conditions therein set forth; and

WHEREAS under the terms provided in said agreement, said Edison Manufacturing Company and this Company have furnished films to said General Film Company and credits therefor in favor of this Company have been entered on the books of said General Film Company in the amount of Two Hundred Seventy-one Thousand Twenty-seven and 5/100 Dollars (\$271,027.05) from undivided profit account, and there is now due the Company for film furnished on general release prior to August 26th, 1916 approximately Five Thousand Three Hundred Ninety-six and 91/100 Dollars (\$5396.91); and

WHEREAS similar agreements have been made by said General Film Company with other corporations or individuals engaged in the manufacture of films which are also entered as credits under the provisions of such contracts on the books of said General Film Company; and

WHEREAS said General Film Company has in its possession films delivered to it by this Company upon lease as provided in and by said agreement; and

WHEREAS said General Film Company for the more advantageous conduct of its business proposes to borrow from time to time various sums of money from the Columbia Trust

[ENCLOSURE]

Company, a corporation of the State of New York, and to better establish the credit of said General Film Company and enable it to borrow such sums as may be required for the most advantageous conduct of its business, it is necessary that said Columbia Trust Company shall be assured that the claims of this Company herein referred to shall be subordinated to the claim of said Columbia Trust Company for such moneys as may be advanced by it to said General Film Company;

THEREFORE, BE IT:

RESOLVED that this Company hereby consents that said Columbia Trust Company shall be preferred as a creditor of said General Film Company as to all moneys, both principal and interest, which may at any time be loaned by said Columbia Trust Company to said General Film Company in preference to all claims and demands of this Company for or on account of any credits to which it may be entitled for film or other merchandise heretofore furnished said General Film Company, and to any claim which may have arisen or may arise therefor, excepting only claims for films or other merchandise furnished to said General Film Company since August 26, 1916, now amounting to a sum not exceeding One Hundred Dollars (\$100); and

FURTHER RESOLVED that this Company consents that in case any action or proceeding of any kind be begun against said General Film Company by any of its common stockholders, such amounts as may be owing by said General Film Company to said Columbia Trust Company shall, at the election of said Columbia Trust Company, become forthwith due and payable; and

[ENCLOSURE]

FURTHER RESOLVED that this Company shall transfer to said General Film Company its entire right and title to all films now in the possession of said General Film Company under lease, except such films as may have been delivered under special contracts as special features and also with the exception of the rights to such films outside of the United States and Canada; and

FURTHER RESOLVED that if and when all parties having claims against said General Film Company for payments or credits on the books of said General Film Company in pursuance of other agreements made between said General Film Company and other parties of the same character as that between said General Film Company and said Edison Manufacturing Company hereinbefore mentioned, shall have consented to the cancellation of such claims against said General Film Company on undivided profits account, this corporation hereby consents that all such claims entered to its credit on the books of said General Film Company shall in like manner be cancelled; and

FURTHER RESOLVED that the officers of this corporation be, and they hereby are, authorized and instructed to make, execute and deliver to said General Film Company and to said Columbia Trust Company any and all such instruments as in their judgment may be usual, necessary or proper to carry into effect this resolution and to subordinate the claims of this Company for film or other merchandise heretofore furnished said General Film Company, except such as are or may become due for films or other merchandise furnished subsequent to August 26, 1916, to an amount not exceeding One Hundred Dollars (\$100), to claims of said Columbia Trust



[ENCLOSURE]

Company for such amounts as may be loaned by it to the said General Film Company, and to convey to said General Film Company its entire right and title in all films furnished by this Company and now in the possession of the General Film Company, except such films as may have been delivered under special contracts as special features and also with the exception of the rights to such films outside of the United States and Canada, and if and when all other parties having claims or credits against said General Film Company on undivided profit account as aforesaid shall consent to such cancellation of their claims, to cancel the claims of this Company against said General Film Company for such undivided profits account.

---

I, Hamilton Musk, HEREBY CERTIFY that I am the Secretary of Thomas A. Edison, Incorporated, a corporation of the State of New Jersey. That at a meeting of the Board of Directors of said corporation duly called and held at the office of said Company on the            day of 1917, at which meeting a quorum was present, resolutions, of which the foregoing is a full, true and correct copy, were duly passed.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the corporate seal of said corporation this            day of            1917.

(SEAL)

---

Secretary of Thomas A. Edison,  
Incorporated

[ENCLOSURE]

*Copy*

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Thomas A. Edison, Incorporated, a corporation of the State of New Jersey, is a creditor of the General Film Company, a corporation of the State of Maine, and entries of credits have been made upon the books of said General Film Company; and

WHEREAS, the General Film Company has borrowed or is about to borrow certain sums of money from the Columbia Trust Company, a corporation of the State of New York;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other value to it in hand paid, the receipt of all of which is hereby acknowledged,

Said Thomas A. Edison, Incorporated HEREBY CONFIRMS that all claims which it may have against said General Film Company for film or other merchandise heretofore furnished said General Film Company shall be subordinate to the claims of said Columbia Trust Company for principal and interest of all sums which may be loaned by said Columbia Trust Company to said General Film Company, except only claims for films or other merchandise furnished to said General Film Company since August 26, 1916 in an amount which at present does not exceed One Hundred Dollars (\$100)

And said Thomas A. Edison, Incorporated hereby assigns and conveys to said General Film Company its entire right and title to all films furnished by it to said General Film Company and now in the possession of said General Film Company under lease, except such films as may have been delivered under

[ENCLOSURE]

special contracts as special features, and also with the exception of the rights to such films outside of the United States and Canada; and said Thomas A. Edison, Incorporated

FURTHER COMMENTS that in case any action or proceeding of any kind be begun against said General Film Company by any of its common stockholders, all sums owing by said General Film Company to Columbia Trust Company shall, at the option of said Columbia Trust Company, forthwith become due and payable.

IN WITNESS WHEREOF, said Thomas A. Edison, Incorporated has caused its corporate name to be signed hereto by its *Vice Pres. & Gen. Ex.*, and its corporate seal to be hereto affixed, attested by its Secretary, this  
28<sup>th</sup> day of Feb. 1917.

THOMAS A. EDISON, INCORPORATED

By Stephen B. Mandelk

Attest:

*V. P. & G. E.*

Harold Tom Munn

Secretary

Mr. D. W. Wilson

Are we out of the General Film Co. - all of the way out - and free from all legal responsibility for future notions on the part of said Company's Directors.

You have told me about this, but I am not absolutely certain that I recollect correctly.

*SBM 4/4/7*

GENERAL MANAGER'S OFFICE

DIVISION:

SUBJECT: General Film Company.

Memo. No. 236

Date 4/17/17.

Mr. S. B. Mambert:

Replying to your memorandum G-84, undated, concerning our present standing with the General Film Company, would advise that the disposal of our common stock freed us from all legal responsibility so far as future actions on the part of said Company or its directors are concerned but of course did not free us in any way from any liabilities or responsibilities contracted up to that time.

We are all out and now have no interest whatever in the General Film Company, with this exception: They have not yet, as provided for in our agreement with them, given us notes for approximately \$5396.91 to cover their indebtedness to us for films supplied on regular releases prior to August 26, 1916. On March 30th I took up with them the question of these notes and was advised that we would receive them shortly, possibly within a week or two. They have not yet come to hand, however, and in view of the mix-up which they are in at present, due to President Hampton having resigned, the first of the treble damage suits being called for trial on the second Monday in May, and various other important and complicated matters, I have not pressed them, particularly as our claim is so small compared with the claims of other manufacturers, which run from \$40,000 to over \$150,000.

CHW/IWW

C. H. Wilson  
Vice-Pres. & Gen. Mgr.

OO to Mr. Chas. Edison.

If any reply is necessary please refer to above number.

April 24, 1917

Mr. H. F. Miller:-

I hand you herewith letter dated Apr. 17, 1917 from General Film Company to Thomas A. Edison, Inc. together with four promissory notes of the General Film Company to Thomas A. Edison, Incorporated, dated January 1, 1917. The amounts of these notes and the dates when the same are due are as follows:-

| <u>Amounts</u> | <u>Due</u>        |
|----------------|-------------------|
| \$1,123.60     | December 31, 1918 |
| \$1,361.92     | December 31, 1919 |
| \$1,366.23     | December 31, 1920 |
| \$1,344.18     | December 31, 1921 |

These notes bear interest at the rate of 5% per annum from January 1, 1917, the first interest, however, not being payable until December 31, 1918, but thereafter the interest is payable semi-annually until maturity.

These notes are in payment of the total indebtedness, namely, \$5,396.91, of the General Film Company to Thomas A. Edison, Inc. for film, as of August 26th, 1916. These notes take the place of those specified in paragraph fourth of the agreement dated Dec. 26, 1916 between Thomas A. Edison, Incorporated and Benjamin B. Hampton. They are not identical in number and as to dates of maturity with the notes specified in said paragraph, but Mr. Wilson thinks they should be accepted by us.

Will you please acknowledge to the General Film Company receipt of these notes. In the attached letter, reference is made to an agreement of April 11, 1917. We have no knowledge

-2-

of such an agreement. I therefore suggest that in acknowledging receipt of the notes, you inquire about this agreement.

Frederick *Johnson*

C.C. to Messrs. Mambert, C.H.  
Wilson, Mack, Phillips and L.W.  
McChesney.

MOTION PICTURE DIVISION

NO. 1920

DIVISION - Motion Picture Division

SUBJECT -

*Mrs. Wilson*  
April 27, 1917

Mr. C. H. Wilson:

Here's something to worry about between now and the time  
I see you next!

The General Film notes bear interest at 5% and run over  
a period of four years. We pay the General Service Department interest  
at the rate of 12 1/4%.

L. *W. H. H.*  
W. H. H. Chesney.

LWH:ASO



MOTION PICTURE DIVISION

NO: 1938

DIVISION - Motion Picture Division

SUBJECT - Interest on investment.

April 30, 1917

Mr. S. B. Mumbert:

Mr. Mank has referred me to you for an explanation of the  
increase in our interest charge from 5% to 12 1/4%. Since this ruling  
imposes an added burden on my Division of approximately \$35,000  
per year, and insures a loss before we start, I'm somewhat interested!

L. *W. H. H.*  
W. H. H. Chesney.

LWH:ASO

C.C. to Messrs. Charles Edison & C. H. *W.*  
Wilson





MOTION PICTURE DIVISION

DIVISION - Motion Picture Division  
SUBJECT - Negative and Positive cost.

Mr. C. H. Wilson:

Since it has been ruled that we are to pay interest at the rate of 12% in the future, instead of 5%, and because all other charges which go toward the cost of negatives and positives are constantly on the increase, should we not, in fairness to me, give up the old idea that we may be able to get negatives at an average cost of \$1.50 per foot, and positives at an average of 85¢ per foot? The little I have been able to save in the management of the Studio is going to seem mighty insignificant alongside of the increase in the charges for rent, interest, service, etc., and I do not see how we can operate much more economically. Certainly we cannot trim expenses to a total sufficient to meet the total of the increases, so I see a happy time ahead!

L.  Cheesman.

LWM:ASO

NO. 1939

April 30, 1917



*Handwritten:* Kaufman Co.

MOTION PICTURE DIVISION

Division: Motion Picture Division

No. 1952

Subject: General Film Company Account.

May 2, 1917.

Mr. C. H. Wilson:

I duly received your memorandum #255 of April 26th, regarding the notes given by the General Film Company in settlement of their account of \$5896.91 to August 26, 1916.

As pointed out in my brief memorandum #1920 of April 27th, this transaction will be rather costly to the Motion Picture Division because the notes bear interest at 5% and we are paying to the General Division interest on our current advances at the rate of 12%. Taking into consideration the descending value of these notes over a period of five years, we will pay to the General Division interest amounting to \$2518.84 (not including the accrued interest), during which time we shall receive from the General Film Company interest to the total of \$966.18, leaving \$1552.66 difference, or loss, to be charged against our Selling Expense. It is scarcely likely that anything can be done to relieve the Division of this loss, although the thought occurs that in view of the extenuating circumstances, the General Division might be inclined to take over the balance in the General Film account and carry the notes for us. This suggestion seems like a reasonably fair one because the Motion Picture Division never had the advantage of the dividends paid by the General Film Company during the months the business with that company was profitable. The further thought occurs that the General Division might waive its interest charge of 12% in connection with the sum of money the Motion Picture Division will require to carry these notes over a period of five years.

The one hundred dollar charge in the General Film Company account for a mechanism loaned has now been offset by a credit. The balance remaining in their account to May 1st of this year is only \$3.50, representing a few miscellaneous sections. I believe this amount will be taken care of in the regular way very shortly after they receive our statement of this month.

From time to time they probably will ask us to make additional titles and miscellaneous short sections which will not run into a great deal of money. I presume you will want Mr. Phillips to rule all these items in the routine way. Accordingly, I am sending him a copy of this memorandum as a request that he advise me as to the method of handling such orders.

No record of the notes has been made in our books because we have not had formal notice of their acceptance, from the Treasury Service Department. A carbon copy of this memorandum which is going to Mr. Miller will not as advise that we are waiting upon him for this information.

L. ~~WILSON~~ Chesney.

JEM:ER

OO to Messrs. S.B.Humbert, H.Mutak, H.P.Miller, R.E.Phillips, M.S.Walsh.



R. W. McFARLAND, Gen. Mgr.

"THE BARRIER"

Place MADISON SQUARE 3532

REX BEACH PICTURES COMPANY

440 FOURTH AVENUE  
NEW YORK

REMOVED TO  
1604 BROADWAY

May 31st, 1917.

Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N.J.

Dear Mr. Wilson:-

In regard to General Film stock

matter:

Each of the Common stockholders gave me an agreement under which each agrees to buy his share of the Edison stock. Each paid me his share on the first note.

Inasmuch as I have no interest what ever in the matter, I would prefer to turn these agreements over to you, arranging properly for the stockholders to remit to you (or say to Mr. Kleine) thus relieving me of the bother of the matter.

I assume you will be quite willing to do this and would be glad to have you so advise me, so that we can have our lawyers arrange the papers.

Yours very truly,

*Ray B. Hampton*

BBH-K.



June 4, 1917.

Mr. George Kleins,  
68 East Adams Street,  
Chicago, Ill.

Dear Mr. Kleins:

For your information I am sending you herewith copy of a further letter, dated May 31st, from Benj. B. Hampton relative to General Film stock matter, in reply to which I have simply advised Mr. Hampton that in an interview I had with you on Friday last you informed me that you would be on to New York to attend the regular monthly meeting of the G. F. Co. Monday next, June 11th, at which time you would try to arrange a meeting of the present common stockholders with us in order to discuss and if possible settle this question; but that until then nothing could be done nor was I in a position to advise him that we would be willing to accept the agreements he refers to whereby the present common stockholders have <sup>not</sup> agreed with him to buy his share of the stock he purchased from us. As I have already told you, we know nothing definite concerning any agreement made by the present common stockholders with Hampton, and until we do and some arrangement definite and satisfactory to us is made with the present common stockholders whereby we are to relinquish the Hampton notes which we hold with G. F. Co. stock as security I do not feel that we are in a position to give Mr. Hampton any definite answer in this matter.

Mr. George Kleine- 2.

I am also enclosing herewith letter of May 3rd from Mr. Hampton to you, which you enclosed to me with your letter of May 8th, as you will no doubt want to keep it with any other correspondence you may have in connection with this matter. I should have returned it before, but it got filed among my own papers on the same subject.

Yours very truly,

CHW/IWW

Vice-Pres. & Gen. Mgr.

Enc-

June 4, 1917.

Mr. Benj. B. Hampton,  
C/o Rex Beach Pictures Company,  
1604 Broadway, New York.

Dear Sir:

Replying to yours of the 31st ult., would advise that we have no definite knowledge of any agreement between the present common stockholders of General Film Company and yourself whereby each one agrees to buy his share of the common stock you purchased from us, and although we have understood indirectly that some sort of an agreement exists, we are absolutely without any of the details connected with same. For this reason we cannot see our way clear to accept agreements which you say do exist whereby the present common stockholders would remit direct to us in payment for your notes which we hold thereby relieving you of any further bother in the matter. In an interview I had with Mr. Kline on Friday last in Chicago he advised that he would be in New York to attend the regular meeting of the General Film Company on Monday next, June 11th, at which time he would endeavor to have all present common stockholders effect a meeting with us for the purpose of taking up and if possible deciding just how this question of the common stock which you purchased from us can best be handled, and if such meeting is held and a definite conclusion arrive at you will of course be duly advised.

CHW/IWW

Yours very truly,

V. P. & G. M.

June 5, 1917.

General Film Company,  
440 Fourth Avenue,  
New York City.

Gentlemen:

Subject to like agreement by all other manufacturers who have released through the General Film Company, we agree to accept in liquidation of our account for your indebtedness to us as of August 26, 1916, on regular releases by us through you and amounting to \$5,396.91, your notes to become due respectively December 31, 1918, December 31, 1919, December 31, 1920, and December 31, 1921, which notes shall aggregate said indebtedness in face amount. Said notes are to be drawn in approximately equal face amounts, and are to bear interest at the rate of 5% per annum to accrue from the respective dates of the notes, said interest to be payable December 31, 1918 and semi-annually thereafter.

Yours very truly,

THOMAS A. EDISON, INCORPORATED,

Vice-President & General Manager.

CH/ITT  
C-BH-CPS

C. N. M.

June 5, 1917.

General Film Company,  
Mr. Harold Bolster, General Manager,  
440 Fourth Avenue, New York City.

Dear Sir:

I have just returned from Chicago, and take this opportunity of confirming telegram sent you from Chicago on June 1st, as follows:

"Confirming our telephone conversation yesterday, you are hereby notified to return to Orange, New Jersey, all Edison films now in possession of your branches specifically the two reel subject "Star Spangled Banner" and discontinue all exhibitions of any and all such films."

Kindly acknowledge receipt of this message and also advise what steps you have taken to have films returned to us as per this telegram. We are specially anxious to know what you did in the way of notifying all your branches concerning the two reel subject "Star Spangled Banner".

Yours very truly,

CHW/1  
C-8777C

Vice-Pres. & Gen. Mgr.

P. S. By "return to Orange, New Jersey" we of course mean to Thomas A. Edison, Inc., Orange, New Jersey.



**GENERAL FILM COMPANY**

(INCORPORATED)

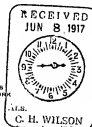
TELEPHONE  
MADISON SQUARE 8037

PASSAVANT BUILDING

440 FOURTH AVENUE

NEW YORK

CABLE ADDRESS  
GENFILM, NEW YORK



OFFICE OF THE  
VICE PRESIDENT AND GENERAL MANAGER  
HAROLD BOLSTER

June 7, 1917.

Mr. C. H. Wilson, Vice-Pres.,  
Thomas A. Edison, Inc.,  
Orange, N. J.

Dear Sir:-

This is to acknowledge receipt  
of your letter of June 5th, wherein you agree  
to acceptance of General Film Company's notes  
amounting to \$5,996.91.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Harold Bolster".

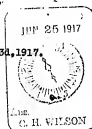
HB/PG.

C. H. W.

*George Kleine*  
*Motion Pictures*  
*2373 East Adams Street, Chicago*

PERSONAL CORRESPONDENCE

Chicago, June 23d, 1917.



Mr. Carl Wilson,  
 c/o Thomas A. Wilson, Inc.,  
 2326 Decatur Avenue, Bedford Park, N.Y.

My dear Mr. Wilson:-

In the matter of the Hampton note due June 26th, the following are the seven subscribers who agreed to take over the Hampton obligation pro rating the amount equally:

- ✓ Vitagraph for itself and
  - ✓ Lubin
  - ✓ Selig
  - ✓ Essanay
  - ✓ Kalem
  - ✓ Mollie
  - George Kleine.

*Recd by Mr. Wilson June 24, 1917*  
*Photo offered to 2 owners, but made no good for 20 and every one there*

I believe that each of these seven interests contributed equally in payment of the first note due last March. I have not been able to get in touch with all of these parties and do not know what their attitude will be at this time.

I am prepared to remit my own quota toward the note falling due June 26th and as it is unfair, under the circumstances, to expect Mr. Hampton to pay it I take the liberty of asking you to relieve him of this obligation, at least for several weeks until I can get in touch with the various subscribers.

I shall remain in Chicago for several days and your answer will reach me here.

Very truly yours,

GK K

*Geo. Kleine*

*Copied to Mr. Hampton*

*George Kleine  
Motion Pictures  
Thirty three East Adams Street Chicago*

PERSONAL CORRESPONDENCE

Chicago, June 23d, 1917.



Mr. Carl Wilson,  
c/o Thomas A. Wilson, Inc.,  
2826 Deceatur Avenue,  
Bedford Park, N.Y.

My dear Mr. Wilson:-

I am sending a copy of the enclosed letter to Mr. Hampton, a number of whose previous letters I was unable to answer for lack of time.

I want to add the following:

Although I believe all of the seven mentioned are ~~in~~ in honor bound by their promise to pay their respective allotments, I am in doubt whether Kalm's will do so and am inclined to think that Kalm's state of mind is unsympathetic. Mr. Hitchcock expressed the readiness of Vitagraph to pay for itself and Lubin.

It occurred to me that Mr. Hitchcock, in view of the time and effort that he has given to the company during recent months, might well be given this stock by the other stock holders or by yourselves. The question that he has before him now is that of the preferred stock holder's fault involving the refund to the company of the large sums distributed as profits.

In this we are all seriously concerned and it is the chief reason why the various manufacturers who have been delivering films to the company at a great loss are trying to keep it alive. Mr. Spoor told me yesterday that his donations are costing him four thousand dollars weekly and that he is very anxious to stop but hesitates, because of the effect upon the company's stability and the results in the case of the suit referred to.

If you do not feel like donating the stock for this purpose would you consider a spot cash proposition to be paid partly or all by Mr. Hitchcock? When I suggested to him last Wednesday that he ought to hold some

Mr. Carl Wilson

-3-

of the stock himself he seemed quite hopeful of its future value and I think that he might be induced to buy it if it could be had at a cheap price. How much I am not prepared to say.

~~Mr. Wilson~~ In view of the fact that Mr. ~~Wilson~~ has not made good his promise to lend ten thousand dollars cash to the company, a condition upon which Vitagraph, ~~Spicer~~ and myself made similar loans, I doubt whether he will make good for his share of this stock to relieve Mr. Hampton. As for Wilson, I doubt whether he will come across; it is possible also that Mr. Seig, who is not in an amiable frame of mind, may hesitate or refuse so that if you maintain your present attitude you will ~~put~~ add down on those of us who are least fitted to carrying any additional load.

If you can possibly pickle the strength or persuade Mr. Wilson to be generous you will have solved a problem which is to me more annoying than financially important.

Yours very truly,

OK SK

*G. K. Lewis*

*Hampton Notes*

June 26, 1917.

Mr. George Kleino,  
63 East Adams Street,  
Chicago, Ill.

My dear Mr. Kleino:

I am enclosing confirmation of telegram sent you to-day. The letters referred to in this message are two dated June 23rd, both having reference to the Hampton notes and both of which were enclosed in one envelope addressed to me care Thomas A. Edison, Inc., 2828 Decatur Avenue, Bedford Park, N. Y. I assume this was an error on this part of your secretary, as I am sure you are aware that all letters addressed to me should be sent to Orange. Because of these letters being misdirected and the envelope not being marked "Special Rush" or "Important", but simply "Personal", the people at the Bronx Studio did not of course know that the letters were of sufficient importance to send over immediately by messenger, although they did go so far as to send them over by special delivery. Regardless of this, however, I did not, as stated in my telegram, receive them until this morning. That fact, though, simply caused a delay in wiring you, as had the envelope been properly addressed and the letters received here yesterday instead of to-day our attitude concerning the Hampton notes would have been the same.

After receiving your letters this morning I again discussed this matter with Mr. Charles Edison and our Treasurer, both of whom (and I agree with them) feel very strongly that we should make no change whatever concerning the Hampton notes or the sale of our stock to Hampton, unless to take the place of his notes - and perhaps our giving up the stock which we hold as collateral security therefore - we are given notes signed by people that we consider absolutely good. From this statement I believe you will be able to draw your own inference, as I am quite sure you will agree with me that there are one or two of the seven different people interested whose individual notes could not be considered gilt-edge. In discussing this matter I do not want you to think that we have not given the position in which you and Mr. Spoor are placed very careful consideration, and could be in any way relieve your feelings without doing so to all others we might be ~~even~~ inclined to be more lenient in our decision; but taking everything into consideration, we believe we are justified in standing pat and letting Mr. Hampton and others who without our knowledge became interested with him in the purchase of our stock, straighten the matter out between themselves. This is not because, as you suggest in your letter, I have a "grudge" on which might be "pickled" or because Mr. Edison is not inclined to be generous. It is not a matter of grudge with me but simply a straight business proposition, and so far as Mr. Edison's generosity is concerned I think his contribution to recent settlements in which all parties were equally interested fully demonstrates that he is willing to be more than generous where he is equally liable with others. In

Mr. George Kline- 2.

this particular case, however, we openly and above board offered our common stock to anyone who would agree to purchase it, and the only one who seemed willing to do so was Hampton. We therefore sold to him on a basis which you and all others certainly fully understood, and if in order for him to purchase this stock from us the other directors of the General Film Company or the manufacturers (I do not know which) decided that it would be to their advantage to make a certain agreement with him whereby they would be held responsible to him for the purchase price of the stock and did not consider such action on their part of sufficient importance or interest to us to acquiesce with such agreement or arrangement then I certainly fail to see why they should now expect us to come forward and relieve them of what has turned out to be an embarrassing situation.

Just after I wired you to-day Hampton again telephoned me that he had received Kalem's check and would immediately endorse it and forward to us, also that he would do the same with the check of the Vitagraph Company, for themselves and for Lubin's and Hallie's share, which he said they were going to take care of. I asked him what he proposed doing with the note which would be presented to-day for payment. He said he would simply have to let it go to protest. This means that if he does forward the checks mentioned he will have paid four-sevenths of the amount of the note due, and if you, Spoor and Selig send your checks to him, as he said he had every reason to believe you would do, and he forwards them to us, the entire amount of the note will be liquidated. As to whether we will accept the checks representing four-sevenths of the amount, however, is a question we cannot decide until the checks are received and we see who are the drawers thereof. Furthermore, if we do accept a settlement in this slipshod manner in this instance, we are going to make it very plain to Mr. Hampton that as subsequent notes become due we want them paid in full when due.

I do not think Mr. Hampton is very well pleased with our attitude in connection with this matter, and from his remarks I take it he feels that we are antagonistic toward him. This, however, is not the case, and, as I explained to him, the attitude we are taking is the same as we would take in any other business transaction of this kind. We made a sale, he made a purchase, and we want him to live up to his obligations in connection with the payments.

I am forwarding the copy of letter to the Honorable Newton D. Baker which you enclosed to L. W. McOweney, thinking he will perhaps be able to do something in the way of getting in touch with the right people in a way that may assist you in getting the distribution of any films which the War Department may publish and desire to have distributed.

Yours very truly,

CHW/IWW

Vice-Pres. & Gen. Mgr.

[ATTACHMENT]

Form 1247.

THOMAS A. EDISON, INC.

FILE COPY OF TELEGRAPHIC COMMUNICATION FROM

General Administrative Division of Thomas A. Edison, Inc., Orange, N. J.  
 Kind of Message Telegram Day Letter Telegram Day Letter Telegram Day Letter  
 Date \_\_\_\_\_ Time of Filing \_\_\_\_\_ Paid or Collect PAID.

George Kleins,  
 63 East Adams Street,  
 Chicago, Ill.

Account personal letters twenty-third addressed Bronx Studio they were not received by me until to-day stop Hampton note due to-day was put through for collection therefore cannot grant extension of time stop Furthermore our Treasurer has positively decided that unless arrangements can be made whereby one or more responsible people will take over the Hampton notes we will let matter stand as it is and hold Hampton for payments stop Hampton telephoned me to-day and I advised him accordingly stop Hampton said Kalem, Vitagraph, and Vitagraph for Kalem and Melies would give him their share to-day and he had wired you for Chicago parties' share stop Wright confirmed this statement so far as Kalem concerned and said he understood Vitagraph as above would pay to-day.

GHS/IWW

G. H. Wilson

*George Kleine*  
*Motion Pictures*  
*Eighty-three East Adams Street Chicago*

PERSONAL CORRESPONDENCE



August 23rd, 1917

Mr. Carl H. Wilson,  
c/o Thos. A. Edison, Inc.  
Orange, N.J.

My dear Mr. Wilson:-

I have collected various checks to cover the agreed price for the General Film common stock, which was transferred to Mr. Hampton, and which with his consent is to be delivered to me in trust for various subscribing parties pro rata. The amounts due from Mr. Selig have not yet been received.

I enclose the following:-

|                 |                     |             |
|-----------------|---------------------|-------------|
| Kalem Company   | \$700.00            | 14 shares   |
| Vitagraph "     | \$800.00            | 16 "        |
| " (Lubin)       | \$700.00            | 14 "        |
| Geo. K. Spoor   | \$700.00            | 14 "        |
| Melies Mfg. Co. | \$700.00            | 14 "        |
| Geo. Kleine     | \$700.00            | 14 "        |
|                 | <u>\$ 43,000.00</u> | <u>86 "</u> |

I have held these checks pending the receipt of Mr. Selig's and have decided that it is unwise to hold them longer, and turn them over to you for credit. If for any reason the deal is not consummated, these amounts are to be returned to the various subscribers.

In the event of Mr. Selig finally declining to pay his allotment, we will probably prorate the amount among the others.

Very truly yours,

GK.S.

*Geo. Kleine*



PHONE 4863 BRYANT

REX BEACH PICTURES COMPANY, INC.  
145 WEST FORTY-FIFTH STREET  
NEW YORK

August 28th, 1917.



Mr. Carl H. Wilson,  
Edison Mfg. Company  
Orange, N.J.

Dear Mr. Wilson:-

I have not heard from you relative  
to the Edison-General Film stock matter.

I trust this matter has been progress-  
ing. Would be glad to know if it is cleaned up.

Yours very truly,

*Reg. Schenck*

EEH  
RCK

September 10, 1917.

Mr. George Kleine,  
53 East Adams Street,  
Chicago, Ill.

Dear Mr. Kleine:

Yours of August 23rd, having reference to the General  
Film Company stock which we sold to Mr. Hampton and enclosing checks  
as follows:

|                 |       |
|-----------------|-------|
| Kalem Company   | \$700 |
| Vitagraph Co.   | 800   |
| " (Lubin)       | 700   |
| Geo. K. Spoor   | 700   |
| Melies Mfg. Co. | 700   |
| Geo. Kleine     | 700   |

was duly received, also yours of September 5th on the same subject.

I note you state in both of these letters that in the  
event of Selig not completing his part of the deal - that is, paying  
\$700 as his share of the subscription toward the purchase of this  
stock, also the amount due by him on note due June 26th, there will  
be no trouble in dividing these amounts among the other subscribers.  
If the other subscribers are willing to pay Mr. Selig's share we, of  
course, would have no objection, but we certainly do feel that the  
matter should be settled before the next note becomes due, which will  
be September 26th.

I hardly think we would be willing to make no claim on  
Mr. Hampton for this note provided the matter is not settled prior  
to its becoming due, as we would prefer putting the note through in  
the usual way and if necessary letting it go to protest. However,  
this is a matter which I will discuss with you when I come out on  
Thursday of this week. (I believe Mr. McChesney has already advised  
you that he, Chas. Edison and I will leave here on the 20th Century  
on Wednesday afternoon and arrive in Chicago Thursday morning.)

Pending final settlement of this entire matter we have  
deposited the checks which you sent us in a special account, but will  
not be able to credit them against the purchase of the stock until  
the full amount has been received.

Yours very truly,

Vice-Pres. & Gen. Mgr.

CHW/LWW  
C-OS-38M

September 10, 1917.

Mr. Benj. B. Hampton,  
C/o Rex Beach Pictures, Inc.,  
145 West Forty-fifth Street,  
New York City.

Dear Sir:

Replying to yours of August 28th relative to Edison-General Film stock matter, I think I can advise you that some progress has been made whereby we will be able to turn the stock over to other parties and return your notes to you. Up to the present time, however, it has not been cleaned up, although I am in hopes it will be before the next note becomes due, which will be September 25th. If it is not, we will feel compelled to put the note through for collection the same as we did with the two previous ones.

I now expect to be in Chicago and see Mr. Kleins on Thursday and Friday of this week after which I hope I shall be able to advise you that further progress has been made and that within a few days the matter will be entirely cleaned up. In the meantime it seems to me it would be advisable for you to send Mr. Kleins a letter, addressed to us, authorizing us on the payment of a certain sum by Mr. Kleins to deliver the stock to him and return the notes to you. This action on your part would prevent any delay after our negotiations with Mr. Kleins had been completed.

Yours very truly,

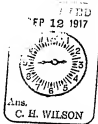
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Vice-Pres. & Gen. Mgr.

PHONE 4653 BRYANT

REX BEACH PICTURES COMPANY, INC.  
145 WEST FORTY-FIFTH STREET  
NEW YORK

September 10th, 1917/



Mr. C. H. Wilson,  
Thomas A. Edison, Inc.,  
Orange, N. J.

Dear Sir:-

In accordance with your esteemed favor  
of September 10th., I have written Mr. Kleino today.

I trust that the Edison-General Film  
stock matter will be cleaned up as you anticipate.  
If it is not, you must notify me in <sup>time</sup> ~~time~~ so I can  
notify the parties at interest before September 26th.,  
or if Mr. Kleino will attend to the collection of the  
western parties, <sup>we</sup> ~~we~~ will save that much trouble and  
delay.

Yours very truly,

*Ray B. Hamilton*

RBH  
RK.

1357

*Gen Film Co.*

January 26, 1916.

General Film Company,  
Mr. W. M. Gulick, Treasurer,  
440 Fourth Avenue, New York City.

Dear Sirs:

We have received your favor of the 17th instant, in which you request us to close out the open account against you in view of the fact that your notes in the amount of this account have been duly delivered to us.

It is true that the notes referred to were delivered, but it was fully understood, as I pointed out to you in my letters of June 8th and June 8th, 1917, that we agreed to accept these notes only in case of a like agreement by all other manufacturers who have released through the General Film Company. If such agreements have been entered into we should be glad to have you advise us to this effect, and if not, it would manifestly be improper for us to close out the open account as requested.

Yours very truly,

CNW/IWW

*bcc to H. Miller*

Vice-Pres. & Gen. Mgr.

GEORGE F. SCULL  
SINGER BUILDING, 145 BROADWAY  
NEW YORK CITY  
PATENTS AND PATENT CAUSES

*See Mr. Nelson*

March 20, 1916.



Delos Holden, Esq.,  
Legal Department,  
Thomas A. Edison, Inc.,  
Orange, N. J.

My dear Holden:

I had an interview with Mr. McCarter yesterday and took up with him the proposed waiver of any claims by the Edison Company for the unpaid balance due from the General Film Company from its surplus earnings.

He agrees with me that such a waiver should be made regardless of whether all of the others do so or not.

The situation is really this:- The payment of these credits could not be compelled without relying on the April 1910 contract which has been held to be illegal.

The General Film will take that position at the trial of the preferred stockholders suit, and this waiver on the part of the manufacturers will be really a confirmation of the correctness of the General Film Company's attitude. In other words, when the attorney for the General Film Company states to the Court that that is the General Film Company's position, and that that position is acquiesced in by all or substantially all of the manufacturers, the Court will necessarily adopt that point of view.

The value of such a position in this suit is that we at once wipe out a liability which has been carried on the

Delos Holden, Esq.

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March 20, 1916

balance sheets of G. F. for several years and absolutely precludes the charge that when the cash was paid to the various manufacturers, it was taken from capital.

The preferred stockholders are objecting to these payments largely because they claim that the assets of the corporation were not depreciated as they should have been on the balance sheets so that the apparent profits were greater than the actual profits. By wiping out these balances due the manufacturers, we can say to them that this additional surplus will cover any possible depreciation which should have been made so that the surplus as ascertained will necessarily be correct.

I enclose a revision of the letter which I formerly sent you and suggest that you have such a letter written and sent to Mr. McCarter, so that he can hold it for such use as he thinks best. I suggest also that you leave the date blank.

Yours very truly,

*George P. Sull*

GFS:M

D 1595  
1918 M.P. - Agreements

March 28, 1918

Mr. Wilson:

I hand you herewith a proposed form of letter to be written to the General Film Company in accordance with the advice of Messrs. McCarter and Soull.

This letter should not be sent to the General Film Company, but after being signed it should be sent to Mr. McCarter to be held for use as he thinks best. The date should be left blank.

It seems to me that before the letter is signed you should have the same approved by the Board of Directors of Thomas A. Edison, Incorporated.

*Delas Holden*

Enc.  
DH-EH



[ENCLOSURE]

General Film Company,  
25 West 44th Street,  
New York City.

Gentlemen:

In order that there shall be no further question between us with reference to any unpaid balance of net profits credited to us under paragraph 8 of the contract between yourselves and Edison Manufacturing Company dated April 21, 1910, we beg to advise you that we will not hereafter make any claim on you for, and this is a waiver of, such balance credited to us under said paragraph 8, or any part of it or any interest accrued or accruing thereon.

Yours very truly,

[CA. 1918]

Mr. Soull says:

There was no disposition of profits subsequent to 1914. There were profits made in 1915 <sup>but</sup> have never been distributed but he cannot tell how much the Edison Co. is entitled to out of it.

|   |                   |
|---|-------------------|
| The total credits up to and including 1914 due the Edison Co. was | \$470,059.07      |
| Of this amount the Edison Co. has been paid                       | <u>249,559.98</u> |
| The difference between which is due the Edison Co.                | \$220,499.09      |

In addition, interest charges have been entered and some of them paid. The interest charges on such amount of the principal as had been paid have also been paid, that is, on the \$249,559.98 principal, interest was paid at the time the principal was paid. Other interest charges are presumably on the books, but he does not know the total.

General Film Co ✓

Motion Picture  
General Film Company

March 4, 1919

Mr. J. W. Robinson:-

WATERS vs. EDISON INC.

Several conferences have been had recently with the other defendants in the above suit at their invitation to consider the matter of improving the condition of the General Film Company and to place the defendants in the above suit in a better position. We are interested only in the latter aspect of the matter. These conferences have all been attended by Mr. Soull, and Mr. Mambert and I were present at the first one held February 18th. Mr. Soull and I have had several conferences in regard to the matter with Mr. R. H. McCarter, and yesterday afternoon Mr. McCarter and Mr. Soull had a conference with counsel representing certain of the more important defendants. No proposition has been definitely worked out as yet, but in view of the possibility of working out some arrangement beneficial to the Edison Company in this matter, and also with a view to obtaining an agreement on the part of the several defendants to contribute to the payment of the judgment in case there should be a judgment against us, several of the defendants have agreed to pay \$1000 each into a fund to be used to pay certain pressing claims against the General Film Company and thereby afford further time for the working out of some suitable plan. Mr. McCarter, Mr. Soull and myself were of the opinion that the Edison Company should be one of those joining in making this payment, and accordingly, Mr. McCarter has paid over \$1000 to this fund. See his letter to me of March 3, 1919.

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Will you therefore kindly let me have a check of Thomas  
A. Edison, Incorporated for \$1000 payable to the order of McGarter  
& English. The following notation may be placed on the check:

"To reimburse you for payment made to fund for  
General Film Company. See your letter to Mr. Lanahan  
of March 3, 1919."

This expenditure should be charged to suit No. 77.

Henry Lanahan

*Mr. Miller  
Mr. Johnson  
ok to draw check  
March 27  
3/27/19*

COPY

March 5, 1919

WATERS V. SMITH

Mr. Charles Edison:

Supplementing the first memorandum of today I beg to advise that I have just come from a meeting at which the President of General Film Company was present and he had what purports to be more accurate figures than he had been able to give us before. It now appears that there is a net indebtedness of the Company outside of the licensed manufacturers' amounting to \$170,000 instead of the \$80,000 to \$100,000 which he previously gave us.

In view of this there was no disposition on the part of any one to consider buying up the outstanding claims and the preferred stock.

There was some discussion, however, of the desirability of the creditor licensed manufacturers petitioning the Company into bankruptcy at once in order to cut off any further indebtedness and to force the situation which is suggested at page 4 of my first memorandum of today. This matter will be discussed at a meeting of the licensed manufacturers at which Mr. McCarter will be present tomorrow (Thursday) and since action will necessarily have to be taken quickly I am advising you of the possibilities so that you will not be surprised at any seeming sudden turn of events.

George F. Soull

COPY

March 5, 1919

WATERS v. SMITH

Mr. Charles Edison:

Negotiations relating to this suit are now quite active and the situation is changing more or less from day to day. It is hoped that in a few days some definite proposition may be submitted, but the following is an attempt to outline the present situation.

This suit was brought by preferred stockholders in the name of General Film Company in an attempt to have restored to General Film Company moneys which the plaintiffs say were paid out nominally as dividends but which, they allege, were paid out of capital. The complaint alleges in substance a conspiracy between the ten licensed manufacturers and the Directors and asks for an accounting.

The testimony was taken in May 1918. Justice Mullen heard no arguments but required the submission of briefs for which he allowed time extending through the summer. When the last briefs were filed in September, 1918, Justice Mullen's secretary said that the Justice would not be able to work on the case until the Spring of 1919 and up to date, there is no indication of any decision, Justice Mullen having been sitting continuously in other cases. There is no significance, therefore, in the delay in handing down an opinion.

The evidence at the trial was quite satisfactory for defendants. Many of the allegations of mismanagement were

dropped and while the complaint alleged the unlawful taking of upwards of \$2,000,000, plaintiffs' expert accountant admitted that, according to one of his theories, about \$500,000 was all that should be returned, and, according to another of his theories, \$800,000. We believe that defendants justified every dollar paid out. ✓

Substantially all of defendants' counsel, including Mr. McCarter, are of the belief that, without a tremendous miscarriage of justice, no judgment against defendants will ever have to be paid. ✓

The complaint is framed so as to charge a conspiracy to loot the Company. It is therefore probable that any judgment which might be obtained would be leviable against any one or more of the defendants without right of contribution from those not paying. ✓

Recently the affairs of General Film Company have become very much involved, so that the Company is bankrupt, there being between \$80,000 and \$100,000 owing to creditors outside of the licensed manufacturers and something more than \$800,000 due to licensed manufacturers in varying amounts, the smallest being to Edison Company of something over \$5000 and the largest to Vitagraph Company and Essanay of more than \$250,000 each. Some of the outside creditors are becoming insistent in their demands and bankruptcy proceedings may be begun at any time. ✓

Because of the prospective bankruptcy of the

Company and the possible effect of such bankruptcy on Justice Mullen in reaching a decision, the various defendants have become active in an attempt to provide against contingencies. Actually, the bankruptcy of the Company one year after the trial and four years after the last payments complained of, should have no legal effect, but it is possible that a petition in bankruptcy might warp the Justice's viewpoint. ✓

The first move has been to get at least six of the licensed manufacturers to lend \$1000 a piece to take care of the pressing debts of the Company and tide over affairs until other plans can be worked out. It is probable that this loan will be made. ✓

Before we made our contribution of \$1000, Mr. McCarter obtained the pledge from the counsel for five of the solvent licensed manufacturers that they would recommend to their clients the signing of an agreement to contribute in equal amounts towards the payment of any judgment which might be levied against any one of them, and this agreement is now in preparation. It is probable that it will be signed by at least 8 of the substantial companies and the substantial individuals connected with them. This would obviate the possibility of the entire judgment being levied against any one. ✓

A suggestion was made that the preferred stock be bought up. We can purchase the preferred stock in the pool backing the Waters suit for about \$72,000. That is only one-half of the stock not owned by licensed interests, so that probably at



least \$50,000 more would be required to buy up the remainder. The stock is widely scattered and would be difficult to buy in quietly. Yet if a few shares remained out, they would always be a menace. Then, too, unless all of the \$80,000 to \$100,00 indebtedness outside the licensed interests were taken care of, any creditor could start the same kind of action as in the Waters case. To attempt to buy up all the stock and pay off all the outside debts would cost between \$200,000 and \$225,000 and the general opinion now seems to be that the risks of the Waters suit would not warrant that.

Consideration is being given to the fact that General Film Company, through the preferred stockholders' suit, is not claiming more than \$800,000 and that General Film Company in turn owes, in the aggregate, more than \$800,000 to the defendants in the preferred stockholders' suit. If this debt of General Film Company were owed in equal amounts to the several licensed manufacturers, it would be relatively easy to arrange an offset to any possible judgment in the Waters suit. This has not been possible before, however, because of the great differences in the amounts owed to the different licensed manufacturers and the hope they had of ultimately collecting. Now, however, since it is clear that these debts will never be paid, a plan has been suggested and is being worked out, whereby each licensed manufacturer will transfer to a Trustee his entire claims against the Company, the Trustee to use these aggregate claims as a fund to meet any judgment which may be entered in

the Waters case. The exact machinery by which this will be done has not been agreed upon, but I believe the plan is sound in principle. In effect, at the present time, General Film Company has on one side of its ledger debts due the defendants in the Waters suit of more than \$800,000, and on the credit side a possible judgment against the same parties for roughly the same amount. Obviously, therefore, if the judgment for the highest amount were obtained and paid, then the Company would have funds with which to pay its debts and the money would then go back to the defendants. Preliminary agreements amongst the defendants are necessary, however, because of the possibility of General Film Company collecting the entire judgment from one or more of the defendants and then paying its debts, so that some defendants would get a large share and others, like Thos. A. Edison, Inc., only a small one.

Summing up the situation:

(a) The chances of obtaining a judgment are against the preferred stockholders in the Waters case.

(b) Before any such judgment can be entered, there would have to be an accounting, which would take many months, and in the meantime a contribution agreement will have been entered into, so that the liability of each licensed manufacturer would be at the most one-eighth of the entire judgment.

(c) It is probable that some plan will be shaped up shortly by which the claims of the licensed manufacturers can be used as a fund to satisfy any possible judgment. In

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that event, at the most, only a relatively small amount in cash  
would be paid by any one.

George F. Soull

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*(1899-1910)*

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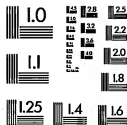
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